



Putting
Children
First

AMENDED
**BOARD OF EDUCATION
MEETING AND WORKSHOP**

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)
Liam McGurk, Student Member

Thursday, June 22, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2022/23-34

Allotted Time

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

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

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

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Superintendent Jorge A. Aguilar)

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

3.4 Education Code 48918- The Board will hear staff recommendation on the following student expulsions: Expulsion# 25 2022/2023 (Lisa Allen and Stephan Brown)

- 3.5 *Government Code 54957 – Public Employee Appointment*
 - (a) *Approve- Assistant Superintendent, Early Learning & Care*
 - (b) *Approve- Chief Legal Counsel*
 - (c) *Approve- Principal, Bowling Green, McCoy*
 - (d) *Approve- Principal, Capital City*
 - (e) *Approve- Principal, Mark Twain*
 - (f) *Approve- Principal, The MET*
 - (g) *Approve- Executive Director, Student Support and Health Services*
- 3.6 *Government Code 54957—Public Employee Performance Evaluation*
 - (a) *Superintendent*

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

- 4.1 *The Pledge of Allegiance*
- 4.2 *Welcome New Student Board Member*
- 4.3 *Broadcast Statement*
- 4.4 *Stellar Student introduced by Board Member Tara Jeane*

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; (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	<i>District Advisory Committees:</i>	Information 3 minutes each
		<ul style="list-style-type: none"> ▪ <i>Community Advisory Committee</i> ▪ <i>District English Learner Advisory Committee</i> ▪ <i>Local Control Accountability Plan/Parent Advisory Committee</i> ▪ <i>Student Advisory Council</i> ▪ <i>Black/African American Advisory Board</i> 	
	9.0	<i>SPECIAL PRESENTATION</i>	
7:42 p.m.	9.1	<i>Middle School Mathletes Awards & Recognition (Erin Hanson)</i>	Information 10 minute presentation 10 minute discussion
	10.0	<i>PUBLIC HEARING</i>	
8:02 p.m.	10.1	<i>SCUSD SELPA Local Plan (Geovanni Linares)</i>	Action 15 minute presentation 15 minute discussion
8:32 p.m.	10.2	<i>Public Hearing for Resolution No. 3327: Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in front of Ethel Phillips Elementary (Rose Ramos)</i>	Public Hearing 5 minute presentation 5 minute discussion
	11.0	<i>BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES</i>	
8:42 p.m.	11.1	<i>Approve 2023-24 Local Control and Accountability Plan Adoption (Krystal Thomas)</i>	Action 15 minute presentation 15 minute discussion
9:12 p.m.	11.2	<i>Resolution No. 3332 of the Board of Education of the Sacramento City Unified School District Designating Certain General Funds as Committed Fund Balance (Rose Ramos)</i>	Action 10 minute presentation 10 minute discussion
9:32 p.m.	11.3	<i>Adopt Fiscal Year 2023-24 Proposed Budget for All Funds (Rose Ramos)</i>	Action 10 minute presentation 20 minute discussion
10:02 p.m.	11.4	<i>Approve Renaming of Peter Burnett Elementary, Kit Carson, and Sutter Middle School (Rose Ramos)</i>	Action 15 minute presentation 15 minute discussion
10:32 p.m.	11.5	<i>Early Literacy Support Block (ELSB) Grant Updates (Erin Hanson and Shannon Pella)</i>	Information 15 minute presentation 15 minute discussion

11:02 p.m. 11.6 *Resolution No. 3334: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten for the 2023-24 School Year (Cancy McArn)* **Action**
5 minute presentation
5 minute discussion

12.0 COMMUNICATIONS

11:12 p.m. 12.1 *Superintendent’s Report (Jorge A. Aguilar)* **Information**
5 minutes

11:17 p.m. 12.2 *President’s Report (Chinua Rhodes)* **Information**
5 minutes

11:22 p.m. 12.3 *Information Sharing by Board Members* **Information**
10 minutes

11:32 p.m. **13.0 CONSENT AGENDA** **Action**
2 minutes

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

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 (Rose Ramos)

13.1b Approve Personnel Transactions (Cancy McArn)

13.1c Approve Mandatory Reporting to the Sacramento County Office of Education- Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023 (Cancy McArn)

13.1d Approve Contract for Legal Services with Fagen Friedman & Fulfrost LLP and Response to Request for Qualifications (Rose Ramos)

13.1e Approve J-13A Waiver Request and Affidavit (Rose Ramos)

13.1f Approve Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of May 1-31, 2023 (Rose Ramos)

13.1g Approve Donations to the District for the Period of May 1-31, 2023 (Rose Ramos)

13.1h Approve PO Board Report for the Period of 4/15/23-5/14/23 (Rose Ramos)

13.1i Approve School Plan for Student Achievement Approval (Kelley Odipo)

13.1j Approve Minutes for the April 13, 2023, Regular Board of Education Meeting (Jorge A. Aguilar)

- 13.1k Approve Minutes for the April 27, 2023, Regular Board of Education Meeting
(Jorge A. Aguilar)
- 13.1l Approve Minutes for the May 4, 2023, Regular Board of Education Meeting
(Jorge A. Aguilar)
- 13.1m Approve Minutes for the May 18, 2023, Regular Board of Education Meeting
(Jorge A. Aguilar)
- 13.1n Approve Resolution No. 3327: Resolution to Convey Easement Entitlements to the
City of Sacramento for a Public Sidewalk in front of Ethel Phillips Elementary
(Rose Ramos)
- 13.1o Approve 1-Year Extensions To Existing Charter Facilities Use Agreements
(Amanda Goldman)
- 13.1p Approve Joint Venture and License Agreement Between Sacramento City Unified
School District and A Different Path (Rose Ramos)
- 13.1q Approval of Request to Amend Hours to Council on Occupational Education
Programs in CAJ Regional Manufacturing Training Center: Introduction to
Manufacturing; Electro-Mechanical Assembly; Material Handling and Logistics
(Rose Ramos)
- 13.1r Approve Staff Recommendations for Expulsion, # 25 2022/2023 (Lisa Allen and
Stephan Brown)
- 13.1s Approve Retention of 5 Firms for the Architectural Services Pool in Response to
Request for Qualifications (Rose Ramos)

11:34 p.m. **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ August 17, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ September 7, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting

11:36 p.m. **15.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: June 22, 2023

Subject: Middle School Mathletes Awards & Recognition

- 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: N/A

Background/Rationale: SCUSD's Middle School Mathletes engages grade 7-8 scholars in challenging math competitions. This year, teams worked with their teacher leaders and teammates to practice and compete monthly. Students earned points for each challenge they completed and schools were declared meet winners each month based on total points earned.

On June 22, 2023, the high-point earners and their families will be invited to the Board Meeting to be recognized and receive awards donated from CSU Sacramento.

Financial Considerations: None

Teachers and central office leaders volunteered their time to facilitate and score during competitions. CSU Sacramento donated gift cards.

LCAP Goal(s): Goal 2: Foundational Education Experience with Equitable Opportunities for All Students

Documents Attached: N/A

Estimated Time of Presentation: 10 minutes, presented by Suzie Craig, Math Lead

Submitted by: Erin Hanson, Assistant Superintendent of Curriculum and Instruction

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: June 22, 2023

Subject: SCUSD SELPA Local Plan

- 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: Approve and adopt

Background/Rationale: The SCUSD SELPA Local Plan is annually required to be adopted by the District Governing Board. For the 2023-2024 school year, the Local Plan update includes updates to the Contacts, Annual Budget, and Annual Service Plan sections. These updates are in alignment with new CDE policies on having all SELPAs in the state use consistent forms.

The Annual Service Plan describes the full continuum of services provided by the District in service to students with disabilities.

The Annual Budget Plan describes those funds received in accordance with California Education Code 56836 and the expenditure of those funds.

Financial Considerations: The SCUSD SELPA receives federal, state, and local funds to provide supports and services. The District also provides a local contribution to make up the needed funds to provide full continuum of services.

LCAP Goal(s): NA

Documents Attached:

1. Notice of Public Hearing
2. 2023-2024 Annual Service Plan
3. 2023-2024 SELPA Local Plan

Estimated Time of Presentation: 15 minutes

Submitted by: Yvonne Wright, Chief Academic Officer
Geovanni Linares, SELPA Director

Approved by: Jorge Aguilar

Sacramento City Unified School District
Sacramento City Unified School District SELPA Local Plan

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

SCUSD SELPA Local Plan for the 2023-2024 School Year

Copies of this program may be inspected at:

SERNA Educational Center
5735 47th Avenue
Sacramento, CA 95824

The Sacramento City Unified School District Governing Board will review and consider
approving the 2023-2024 Sacramento City Unified SELPA Local Plan

HEARING DATE: Thursday, June 22, 2023

TIME: 6:00 p.m.

LOCATION: SERNA Educational Center
5735 47th Avenue
Sacramento, CA 95824
Meeting to be held virtually via Zoom platform

FOR ADDITIONAL INFORMATION CONTACT:

SCUSD SELPA Office @ (916) 643-9163 / geovanni-linares@scusd.edu

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN
Section E: Annual Service Plan
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
2023–24 Local Plan Annual Submission

SELPA:

Fiscal Year:

Local Plan Section E: Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

- 330–Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Specialized Academic Instruction: Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.

Service is Not Currently Provided

Section E: Annual Service Plan

SELPA:

Fiscal Year:

210–Family Training, Counseling, Home Visits (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

220–Medical (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

230–Nutrition (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

240–Service Coordination (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

250–Special Instruction (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

260–Special Education Aide (Ages 0-2 only)

Service is Not Currently Provided

Section E: Annual Service Plan

SELPA:

Fiscal Year:

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

270–Respite Care (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

340–Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

Service is Not Currently Provided

350–Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.

Service is Not Currently Provided

415–Speech and Language

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition,

Section E: Annual Service Plan

SELPA:

Fiscal Year:

comprehension, or expression of spoken language.
Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included.
Services include: specialized instruction and services, monitoring, reviewing, and consultation.
Services may be direct or indirect including the use of a speech consultant.

425–Adapted Physical Education *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).
Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.

435–Health and Nursing: Specialized Physical Health Care *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specialized physical health care services means those health services prescribed by the child’s licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school. Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing

Section E: Annual Service Plan

SELPA:

Fiscal Year:

436–Health and Nursing: Other *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.

445–Assistive Technology *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.

450–Occupational Therapy *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

460–Physical Therapy

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.

510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.

Service is Not Currently Provided

515–Counseling and Guidance

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

520–Parent Counseling

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.

525–Social Worker

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.

530–Psychological

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.

535–Behavior Intervention

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social

Section E: Annual Service Plan

SELPA:

Fiscal Year:

540-Day Treatment

Provide a detailed description of the services to be provided under this code.

Service is Not Currently Provided

545-Residential Treatment

Provide a detailed description of the services to be provided under this code.

Service is Not Currently Provided

610-Specialized Service for Low Incidence Disabilities

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

710-Specialized Deaf and Hard of Hearing

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

715–Interpreter

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.

720–Audiological

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.

725–Specialized Vision

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills.

It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.

730–Orientation and Mobility

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

735–Braille Transcription

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

740–Specialized Orthopedic

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.

745–Reading

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Any specialized assistance provided for students who are printimpaired, whether the impairment is the result of a visual disability, other physical disability, or reading disability. This may include but is not limited to, readers provided for examinations, textbooks, and other course related reading assignments and may also include recorded materials.

750–Note Taking

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There is not a student in our SELPA with a need for this service.

755–Transcription

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There is not a student in our SELPA with a need for this service.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

760–Recreation Service, Including
Therapeutic Recreation

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs

820–College Awareness

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

830–Vocational Assessment, Counseling,
Guidance, and Career Assessment

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Vocational Assessment, Counseling, Guidance, and Career Assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.

840–Career Awareness

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.

850–Work Experience Education

Service is Not Currently Provided

Section E: Annual Service Plan

SELPA:

Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

855–Job Coaching *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

860–Mentoring *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

865–Agency Linkages (referral and placement) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation),

870–Travel and Mobility Training *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Means services provided to blind or visually impaired children by qualified personnel to enable

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 890–Other Transition Services *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

- 900–Other Related Service

Pursuant to Title 5 of the *California Code of Regulations* (5 CCR) 3051.24, "other related services" not identified in sections 5 CCR sections 3051.1 through 3051.23 must be provided only by staff who possess a license to perform the service issued by an entity within the Department of Consumer Affairs or another state licensing office; or by staff who hold an credential issued by the California Commission on Teacher Credentialing authorizing the service. If code 900 is used, include the information below. Users may select the "+" and "-" buttons to add or delete responses.

Service is Not Currently Provided

Description of the "Other Related Service"

Qualifications of the Provider Delivering "Other Related Service"

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

2023–24 Local Plan Submission

Section D: Annual Budget Plan

SELPA

Sacramento City Unified School District

Fiscal Year

2023–24

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year’s apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. *California Education Code (EC) Section 56048*

Pursuant to *EC Section 56195.1(2)(b)(3)*, each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA Sacramento City Unified School District

Fiscal Year 2023–24

TABLE 1

Special Education Projected Revenue Reporting (Items D-1 to D-3)

D-1. Special Education Revenue by Source

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	31,238,632	23.29%
AB 602 Property Taxes	2,478,216	1.85%
Federal IDEA Part B	9,846,041	7.34%
Federal IDEA Part C	139,420	0.10%
State Infant/Toddler	0	0.00%
State Mental Health	2,920,227	2.18%
Federal Mental Health	477,100	0.36%
Other Projected Revenue	87,037,428	64.89%
Total Projected Revenue:	134,137,063.58	100.00%

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

Workability Programs (570,841) and General Fund Contribution (80,000,000), ADR (14,922)

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

Section D: Annual Budget Plan

SELPA

Fiscal Year

TABLE 2

Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)

D-4. Total Projected Budget by Object Code

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="40,693,121"/>	30.34%
Object Code 2000—Classified Salaries	<input type="text" value="12,644,372"/>	9.43%
Object Code 3000—Employee Benefits	<input type="text" value="37,059,574"/>	27.63%
Object Code 4000—Supplies	<input type="text" value="2,021,923"/>	1.51%
Object Code 5000—Services and Operations	<input type="text" value="38,384,176"/>	28.62%
Object Code 6000—Capital Outlay	<input type="text" value="40,000"/>	0.03%
Object Code 7000—Other Outgo and Financing	<input type="text" value="3,293,897"/>	2.46%
Total Projected Expenditures:	134,137,063.58	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

Section D: Annual Budget Plan

SELPA

Fiscal Year

TABLE 3

Federal, State, and Local Revenue Summary (Items D-7 to D-8)

D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	<input type="text" value="37,010,350"/>	27.59%
Projected Federal Revenue	<input type="text" value="10,694,371"/>	7.97%
Local Contribution	<input type="text" value="86,432,343"/>	64.44%
Total Revenue from all Sources:	134,137,063.58	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

- b. YES NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

Section D: Annual Budget Plan

SELPA Sacramento City Unified School District

Fiscal Year 2023–24

TABLE 4

Special Education Local Plan Area Expenditures (Items D-10 to D-11)

D-10. Regionalized Operations Budget

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	40,693,121	30.34%
Object Code 2000—Classified Salaries	12,644,372	9.43%
Object Code 3000—Employee Benefits	37,059,574	27.63%
Object Code 4000—Supplies	2,021,923	1.51%
Object Code 5000—Services and Operations	38,384,176	28.62%
Object Code 6000—Capital Outlay	40,000	0.03%
Object Code 7000—Other Outgo and Financing	3,293,897	2.46%
Total Projected Operating Expenditures:	134,137,063.58	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

Indirect cost at approved LEA rate

Section D: Annual Budget Plan

SELPA

Fiscal Year

TABLE 5

Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

YES NO

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: June 22, 2023

Subject: **Public Hearing for Resolution No. 3327: Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in Front of Ethel Phillips Elementary**

- 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: Provide a Public Hearing on Resolution No. 3327, which conveys easement entitlements to the City of Sacramento for a public sidewalk in front of Ethel Phillips Elementary. Approve subsequent Resolution No. 3327 as part of the Consent Agenda during the same meeting.

Background/Rationale: The City of Sacramento is seeking to acquire a permanent Easement for an installation of a public sidewalk over a portion of Ethel Phillips Elementary School, located at 2930 21st Avenue, in the City of Sacramento. City staff in the Department of Public Works is proposing the project to enhance public safety by installing and widening a public sidewalk, which will provide adequate walkways to Ethel Phillips Elementary and the adjacent neighborhood. The existing public sidewalk was found to be inadequate. The new public sidewalk will be widened within a new location at the frontage of the school's parcel.

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 declares or conveys property and provide notice to a Public Hearing. As such, the Board of Education adopted Resolution No. 3322 at its May 18, 2023 meeting, and it declared the District's intention to convey certain District property located at 2930 21st Avenue, Sacramento, CA 95820, to the City of Sacramento for a public safety easement.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public spaces 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. As such, Resolution No. 3322 was posted in three public places within the District and a Notice of Public hearing was published in The Daily Recorder on June 9, 2023.

Financial Considerations: The City of Sacramento to pay District \$11,700 for the public sidewalk Easement because efforts to widen the sidewalk require a larger easement area than the one currently in place at the site.

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Notice of Public Hearing
2. Executive Summary
3. Legal description and plat map(s) of the Easement area

Estimated Time of Presentation: 5 minutes

Submitted by: Rose Ramos, Chief Business & Operations Officer
Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
Compliance with Education Code Article 15 [17556-17561] Dedication of Real Property

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

**Resolution No. 3327: Resolution to Convey Public Easement Entitlements to the City of
Sacramento for a Public Sidewalk in front of Ethel Phillips Elementary**

Copies of this resolution may be inspected at:

**Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824**

**SCUSD Maintenance Office
425 1st Ave
Sacramento, CA 95818**

**Ethel Phillips Elementary School
2930 21st Avenue
Sacramento, CA 95822**

The Sacramento City Unified School District Governing Board will consider adoption of a
Resolution to Convey Public Safety Easement Entitlements to the City of Sacramento for a New
Woodbine Elementary Fire Hydrant.

HEARING DATE: Thursday, June 22, 2023

TIME: 6:30 P.M.

LOCATION: Serna Educational Center
5735 47th Ave
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Facilities Support Services Department
(916) 643-9233.

Board of Education Executive Summary

Facilities Support Services

Public Hearing for Resolution No. 3327: Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in Front of Ethel Phillips Elementary
June 22, 2023



I. Overview/History of Department or Program

The City of Sacramento is seeking to acquire a permanent Easement for an installation of a public sidewalk over a portion of Ethel Phillips Elementary School, located at 2930 21st Avenue, in the City of Sacramento. City staff in the Department of Public Works is proposing the project to enhance public safety by installing and widening a public sidewalk, which will provide adequate walkways to Ethel Phillips Elementary and the adjacent neighborhood. The existing public sidewalk was found to be inadequate. The new public sidewalk will be widened within a new location at the frontage of the school's parcel.

The City desires to acquire an area of approximately 1,312 square feet for said Easement. The legal description and plat map(s) of the Easement area are attached to this Board item. The City has determined the total just compensation for the Easement to be \$11,700.

To initiate the process for a utility easement, Education Code 17557 specifies that the District has to provide a resolution of its intention to dedicate real property. On the October 6, 2022, Board of Education Meeting, the Governing Board adopted Resolution No. 3291 which declared the District's intention to convey District property located at 2500 52nd Ave, Sacramento, CA 95822, to the City of Sacramento for a public safety easement.

Thereafter, Pursuant to Education Code 17558, copies of Resolution No. 3291 were posted in three public places within the District and a Notice of Public Hearing was published in The Daily Recorder on November 3, 2022.

II. Driving Governance:

Education Code Article 15 §17556-17561

III. Budget:

The City of Sacramento to pay District \$11,700 for the public sidewalk Easement because efforts to widen the sidewalk require a larger easement area than the one currently in place at the site.

IV. Goals, Objectives and Measures:

Convey Easement Entitlements to the City of Sacramento for a public sidewalk in front of Ethel Phillips Elementary.

V. Major Initiatives:

N/A

Board of Education Executive Summary

Facilities Support Services

Public Hearing for Resolution No. 3327: Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in Front of Ethel Phillips Elementary
June 22, 2023



VI. Results:

City staff in the Department of Public Works is proposing the project to enhance and widen the sidewalk in front of Ethel Phillips Elementary and the adjacent neighborhood. The existing sidewalk at the elementary school was found to be inadequate.

VII. Lessons Learned/Next Steps:

Adopt the subsequent Resolution No. 3327 on the Consent Agenda, which conveys easement entitlements to the City of Sacramento for a public sidewalk in front of Ethel Phillips.

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF

CITY OF SACRAMENTO
NO FEE DOCUMENT
Govt Code 27383

WHEN RECORDED MAIL TO

CITY OF SACRAMENTO
Real Estate Services
915 I Street, 2nd Floor
Sacramento, California 95814

NO TRANSFER TAX DUE per R&T Code 11922
Grantee is a Government Agency

SPACE ABOVE THIS LINE FOR RECORDERS USE

ACQE-23-01-00
RESS File #

01007382-010-PA-PJ
Escrow #

019-0102-003
Portion of APN

EASEMENT FOR PUBLIC SIDEWALK AND PUBLIC UTILITIES

Sacramento City Unified School District who acquired title as South Sacramento School District of Sacramento County, a political subdivision of the State of California (Grantor)

hereby grants to

CITY OF SACRAMENTO, a municipal corporation (Grantee)

an easement for the access, construction, improvement, use, and operation of public sidewalk and associated uses on, over, a cross, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

and an easement for public utilities on, over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED AS EXHIBIT 'C'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'D'

The Grantor(s), for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right-of-way hereby conveyed by reason of the location, construction, or maintenance of said easement.

Sacramento City Unified School District who acquired title as South Sacramento School District of Sacramento, a political subdivision of the State of California (Grantor)

Dated: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION
APN: 019-0102-003
Page 1 of 2

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF LOT 56 AND LOT 57 AS SAID LOTS ARE SHOWN ON THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 21ST AVENUE, (FORMERLY OAKLAND AVENUE), SAID POINT BEING WITHIN SAID LOT 57 AND BEARS SOUTH 26° 48' 08" WEST, 188.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 57; THENCE FROM SAID **POINT OF BEGINNING** ALONG SAID SOUTHERLY LINE OF 21ST AVENUE, SOUTH 89° 50' 07" WEST, 85.47 FEET TO A POINT ON SAID SOUTHERLY LINE AT THE COMMON LOT LINE OF SAID LOT 57 AND LOT 56; THENCE CONTINUING ALONG SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 89° 50' 07" WEST, 178.15' FEET TO A POINT ON SAID LINE; THENCE LEAVING SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 00° 09' 53" EAST, 7.30 FEET TO A POINT; THENCE NORTH 88° 44' 35" EAST, 135.64 FEET; THENCE NORTH 89° 05' 25" EAST, 42.54 FEET TO A POINT ON THE COMMON LOT LINE OF SAID LOT 56 AND LOT 57; THENCE CONTINUING INTO SAID LOT 57 NORTH 89° 05' 25" EAST, 85.49 FEET TO A POINT; THENCE NORTH 00° 09' 52" WEST, 3.05 FEET TO THE **POINT OF BEGINNING**. CONTAINING 1,312 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE MOST SOUTHERLY SUBDIVISION LINE OF THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY. SAID REFERENCE BEARING BEING NORTH 89° 54' 00" EAST.

SEE EXHIBIT B, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A
LEGAL DESCRIPTION
APN: 019-0102-003
Page 2 of 2

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

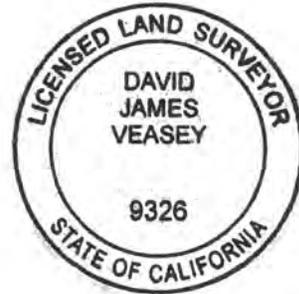


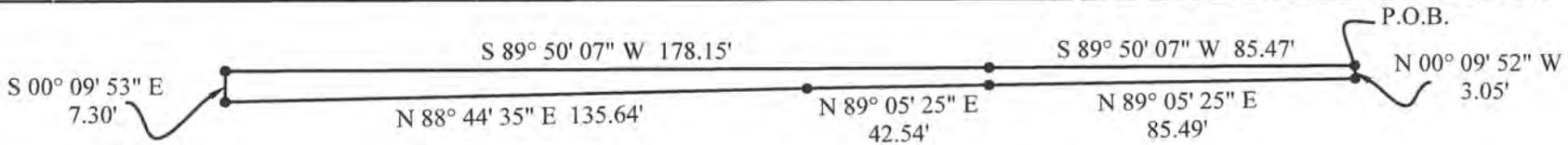
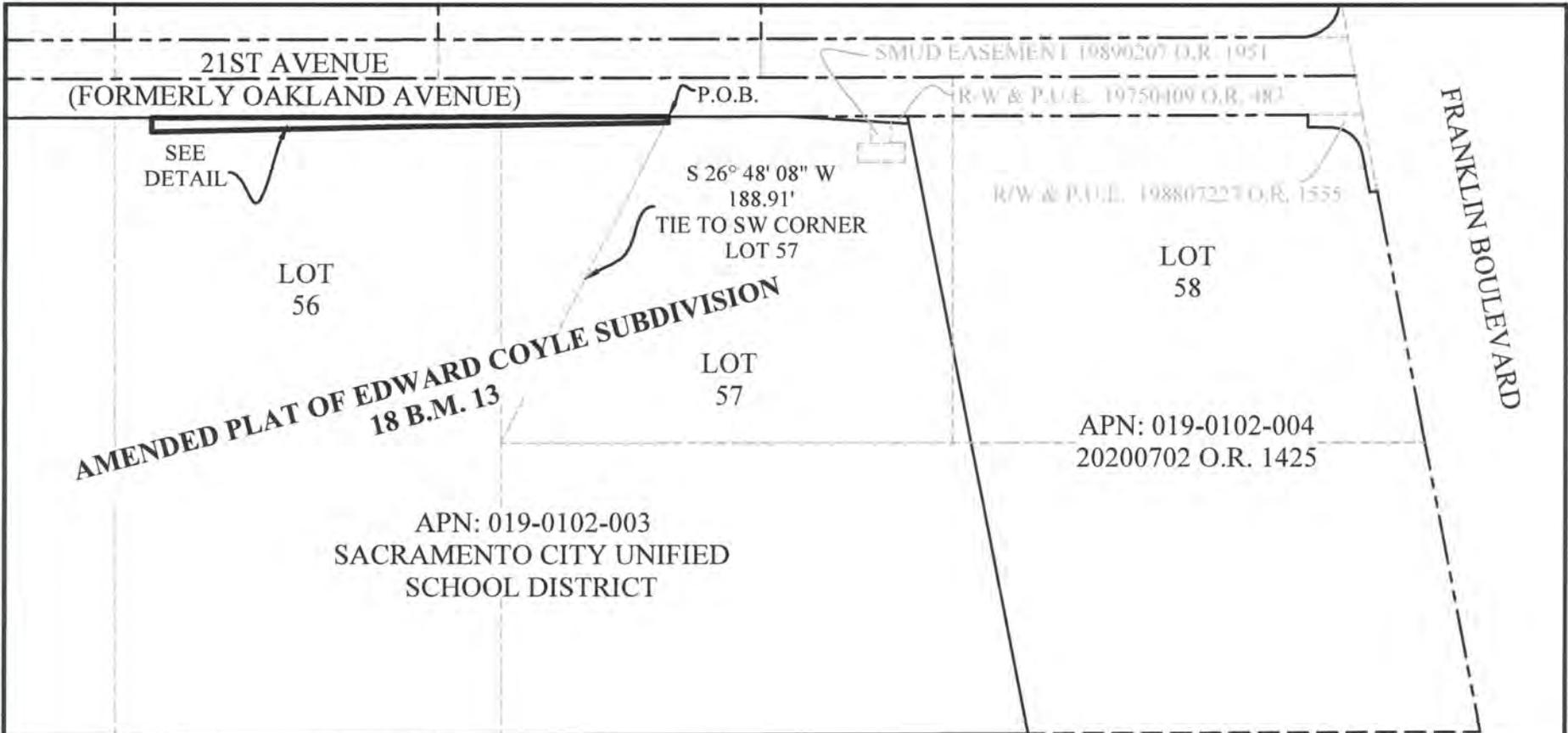
DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2025

5-31-2023

DATE





TOTAL AREA OF
EASEMENT PARCEL
1,312 SQ. FT.



DETAIL
N.T.S.



SCALE:
1" = 80'

EXHIBIT B
APN: 019-0102-003
CITY OF SACRAMENTO

MAY 2023

EXHIBIT C
LEGAL DESCRIPTION
APN: 019-0102-003
UTILITY EASEMENT
Page 1 of 2

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 56 AS SAID LOT IS SHOWN ON THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 21ST AVENUE, (FORMERLY OAKLAND AVENUE), SAID POINT BEING WITHIN SAID LOT 56 AND BEARS SOUTH 89° 50' 07" WEST, 27.72 FEET FROM THE NORTHEAST CORNER OF SAID LOT 56; THENCE FROM SAID **POINT OF BEGINNING**, LEAVING SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 00° 09' 53" EAST, 6.00 FEET TO A POINT; THENCE PARALLEL TO SAID SOUTHERLY LINE, SOUTH 89° 50' 07" WEST, 6.00 FEET TO A POINT; THENCE NORTH 00° 09' 53" WEST, 6.00 FEET TO A POINT ON SAID SOUTHERLY LINE OF 21ST AVENUE; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 50' 07" EAST, 6.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 36 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE MOST SOUTHERLY SUBDIVISION LINE OF THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY. SAID REFERENCE BEARING BEING NORTH 89° 54' 00" EAST.

EXHIBIT C
LEGAL DESCRIPTION
APN: 019-0102-003
UTILITY EASEMENT
Page 2 of 2

SEE EXHIBIT D, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART
HEREOF.

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH
SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

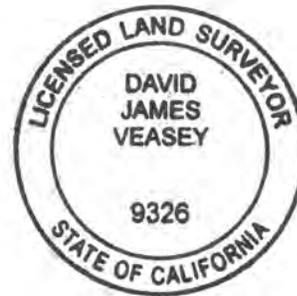


DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2025

5-26-2023

DATE



LOT
35

LOT
34

LOT
33

LOT
32

21ST AVENUE
(FORMERLY OAKLAND AVENUE)

P.O.B.

R/W & P.U.E. 19750409 O.R. 483

SEE DETAIL

NE CORNER
LOT 56

SMUD EASEMENT
19890207 O.R. 1451

S 89° 50' 07" W 27.72'
TIE FROM NE CORNER LOT 56

LOT
55

LOT
56

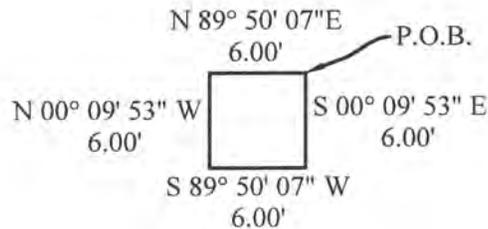
LOT
57

**AMENDED PLAT OF EDWARD COYLE SUBDIVISION
18 B.M. 13**

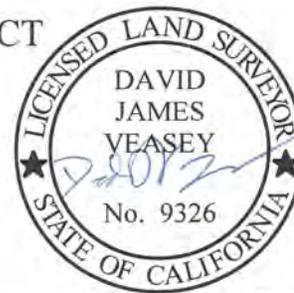
APN: 019-0102-004
20200702 O.R. 1425

APN: 019-0102-003
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

TOTAL AREA OF
EASEMENT PARCEL
36 SQ. FT.



DETAIL NOT TO SCALE



SCALE:
1" = 60'

BASIS OF BEARING N 89° 54' 00" E SOUTHERLY SUBDIVISION LINE OF 18 B.M. 13

MAY 2023

EXHIBIT D
APN: 019-0102-003
UTILITY EASEMENT
CITY OF SACRAMENTO



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: Thursday, June 22, 2023

Subject: Approve 2023-24 Local Control and Accountability Plan Adoption

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

Division: Office of the Deputy Superintendent

Recommendation: Approve the 2023-24 Local Control Accountability Plan Adoption

Background/Rationale: Annually, the Board of Education approves the LCAP which is also required by the California Department of Education.

Financial Considerations: TBD

1.) LCAP Key Features and Goals(s):

- 2.) Budget Overview for Parents
- 3.) Plan Summary
 - a. General Information about SCUSD
 - b. Reflections - Areas of Success and Areas of Growth
- 4.) Engagement with Educational Partners
- 5.) LCAP Highlights
- 6.) Comprehensive Supports and Services to Schools
- 7.) Increased or Improved Services for Socioeconomically Disadvantaged Students, Foster Youth and English Learners
- 8.) Fiscal Reporting

Goal 1: 100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities,

English Learners, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

Goal 2: Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.

Documents Attached:

Goal 3: Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.

Goal 4: School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

Goal 5: Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.

Goal 6: Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated, tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.

Goal 7: SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of educational partners and adopt the updated version by the end of 2022-23. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.

Goal 8: SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

Goal 9: Review and, where necessary, update special education job descriptions to ensure qualifications and duties align with California Teacher Credentialing requirements and authorizations.

Goal 10: SCUSD will respectfully, efficiently and effectively identify all eligible homeless youth so that they can be connected to and provided the appropriate family, academic, social/emotional, behavioral, health, and other services. The percentage of all socioeconomically disadvantaged students who are identified as homeless will increase and approach the expected 5- 10% rate.

Goal 11: All Foster Youth demonstrating below-grade level academic proficiency will be provided 1 on 1 and/or small group tutoring services to support their accelerated progress toward grade-level standards

2.) Dependent Charter School LCAPs:

Bowling Green Chacon Language and Science Academy
Bowling Green McCoy Academy for Excellence
George Washington Carver School of Arts and Science
New Joseph Bonneheim
Sacramento New Technology
The MET Sacramento

3.) State and Local Indicators:

- Graduation Rate
- Suspension Rate
- English Learner Progress Indicator
- Student Achievement (ELA/Math)
- College-Career Indicator
- Chronic Absenteeism ● Basic Services
- Implementation of State Standards
- Parent Involvement
- School Climate
- Course Access

Documents Attached:

LCAP Documents for the Dependent Charter Schools

<p>Estimated Time of Presentation: 15 Minutes Submitted by: Krystal Thomas, Executive Director, LCAP Approved by: Jorge A. Aguilar, Superintendent</p>

Dashboard Local Indicators for the 2023 California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



I. Background

In July 2013, the state Legislature approved a new funding system, the Local Control Funding Formula (LCFF). California's accountability system under LCFF includes multiple measures that are reported on the California School Dashboard (Dashboard) each year. The Dashboard reports on both State and Local Indicators of the state's identified priority areas. Each year Local Educational Agencies (LEAs) are required to measure progress based on locally available information for the Dashboard's Local Indicators, present the results to the governing board, and submit the information using the self-reflection tools on the Dashboard.

II. Driving Governance:

Statute (Education Code §52064.5) requires the adoption of evaluation rubrics for the following purposes:

- a. To assist a school district in evaluating its strengths, weaknesses, and areas that require improvement;
- b. To assist a county superintendent of schools in identifying school districts in need of technical assistance, and which intervention is warranted.

The evaluation rubrics (now referred to as the Dashboard) reflect a holistic, multidimensional assessment of school district and individual school site performance, and expectations for improvement in regard to each of the state priorities described in §52060. The state's design included a concise set of state indicators, and a methodology for establishing local performance indicators. State indicators are those for which the state already collects data; local indicators are those for which LEAs self-assess and self-report. For these local indicators, the emphasis on local collection and reporting is expected to enhance local decision-making for the relevant Local Control Funding Formula (LCFF) priority.

For each of the LCFF priorities, there is a standard, evidence required to demonstrate progress in meeting the standard, and criteria for assessing progress based on the evidence. It is important to note that the Local Indicator requirements are minimal in that the act of completing the data generates a "met" response. The district recognizes that this threshold is not sufficient to drive change and so there is a greater effort to use this data to inform practices going forward particularly in terms of school climate and family engagement. For example, the SEL team uses this data with school sites as part of their needs assessment process. This process is a key component of the district's Continuous Cycle of Improvement and helps sites in forming school climate/culture goals.

III. Budget:

The reporting of the 2023 Local Indicator Data presents no impact to the district budget.

IV. Goals, Objectives and Measures:

The Equity, Access, and Social Justice Guiding Principle states, "all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options". This guiding principle demands that data be used to transparently assess students by name, by need, and by inequities, and it serves as the moral call to action to build on the district's foundation while striving for continuous improvement.

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent’s Office

California School Dashboard Local Indicator Update: June 8, 2023



The California School Dashboard represents a common tool that stakeholders may use to understand student progress and achievement in the context of the state’s priorities. Every LEA and all public schools in California are represented by a Dashboard.

The following measures are included in the Dashboard:

State Indicators	Local Indicators
<ul style="list-style-type: none">• Graduation Rate• Suspension Rate• English Learner Progress Indicator• Student Achievement (ELA/Math)• College-Career Indicator• Chronic Absenteeism	<ul style="list-style-type: none">• Basic Services• Implementation of State Standards• Parent Involvement• School Climate• Course Access

The State Indicators are reported through established channels such as the California Longitudinal Pupil Achievement Data System (CALPADS). The state does not collect data for Local Indicators.

Local Indicators only appear on the district level Dashboard. School Dashboards do not include Local Indicators, except for the district’s dependent (locally-funded) charter schools. All charter schools in the state are regarded as a Local Educational Agency and report their Local Indicator data on their own LEA-level Dashboard.

Unlike the State Indicators, which provide a color-based performance rating based on status and change, the rating system for Local Indicators consists of these three terms: “Met,” “Not Met,” or “Not Met for Two Years.” To receive the rating of “Met,” an LEA must do the following:

- Measure progress based on locally available information;
- Use the self-assessment tools provided by the State Board of Education;
- Report the results to the governing board and stakeholders at a regularly-scheduled meeting

To determine the rating for each Local Indicator, the district used the following methodology:

LCFF Priority 1: Basic

The district used the California Department of Education (CDE) Facilities Inspection Tool (FIT) to collect data during a 2021-22 internal audit to assess the condition of school facilities. “Good Repair” on the CDE FIT means that the facility is maintained in a manner that assures that it is clean, safe, and functional. Teacher misassignment and vacancy data is reported by the Human Resources department in alignment with reporting for the School Accountability Report Card (SARC) and Williams Act processes. Teacher misassignments are defined as placements of a certificated employee in a teaching or services position for which the employee

Dashboard Local Indicators for the 2023 California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



does not hold a legally recognized certificate or credential or that the employee is not otherwise authorized by the state to hold. Teacher vacancies are defined as positions to which a single-designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is a one-semester course, for an entire semester. The sufficiency of instructional materials was affirmed at the fall 2020 instructional materials report to the board. "Sufficiency of instructional materials" means that each student has standards-aligned textbooks or instructional materials, or both to use in class and take home. Two sets of textbooks or instructional materials for each student are not required.

LCFF Priority 2: Implementation of State Academic Standards

The district used the California Department of Education's Self-Reflection Tool to survey district administrators in spring 2023 on progress in areas of professional learning, instructional materials, and policies and programs that support improvement.

LCFF Priority 3: Parent Engagement

The district used parent/caregiver responses to questions on the LCAP Survey, district committee impact survey, and School Climate Survey, all administered during spring 2023. The Family and Community Empowerment (FACE) department also utilizes the self-reflection tool to reflect upon efforts to build relationships, build partnerships, and seek input for decision-making.

LCFF Priority 6: School Climate

The district administered a school climate survey in the spring of 2023 to students in grade 3 through 12, including required measures of student perception of Safety and Connectedness.

LCFF Priority 7: Access to a Broad Course of Study

The district annually reports on student enrollment in Career Technical Education pathways, A-G on-track status, and Advanced Placement enrollment to determine a baseline for access to a broad course of study, including programs and services provided to unduplicated students and individuals with exceptional needs. Data for CTE and AP enrollment are from spring CALPADS reporting. Data for A-G on-track status was obtained from SCUSD's internal dashboard developed in partnership with UC Merced.

Dashboard Local Indicators for the 2023

California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



V. Major Initiatives:

Alignment of district plans and efforts across the system to each other and with the Local Control and Accountability Plan (LCAP) is a key priority. The metrics and data sources used for the Dashboard Local Indicator reporting are fully aligned to the LCAP as demonstrated in the table below:

Local Indicator	LCAP Alignment
Priority 1: Basic Conditions	<ul style="list-style-type: none"> Metric 8A: Facilities Condition (Facilities Inspection Tool (FIT) Results) Metric 8B: Instructional Materials Sufficiency Metric 8D: Teacher Assignment Metric 8E: Teacher Vacancies
Priority 2: Implementation of Academic Standards	<ul style="list-style-type: none"> Metric 2L: Standards Implementation Survey Results
Priority 3: Family Engagement	<ul style="list-style-type: none"> Metric 5I: District Committee Impact: Survey to assess satisfaction of district committee members that their voice is heard and has had impact Metric 5J: Parent/Caregiver Experience: Survey results from questions specific to parent/caregiver role in decision-making and support from school to help understand student needs and advocate on behalf of students
Priority 6: School Climate	<ul style="list-style-type: none"> Metric 4E: School Climate Survey Results (Students, Parents, and Staff)
Priority 7: Access to a Broad Course of Study	<ul style="list-style-type: none"> Metric 1E: On-track A-G status Metric 1H: Career Technical Education (CTE) Pathway Enrollment Metric 2I: Advanced Placement (AP) Enrollment

VI. Results:

Following are the local indicator results for the 2022-23 school year:

Priority 1: Basics: Teachers, Instructional Materials, and Facilities

Element	Metric for 2023 Dashboard
Number of teachers misassigned (Total)	0
Number of teachers of English Learners misassigned	0
Number of teacher vacancies	71
Percent of students without access to their own copies of standards-aligned instructional materials for use at school and at home (20221103_BdMtg_9.1)	0
School sites where facilities do not meet the "Good Repair" standard (including deficiencies and extreme deficiencies)	0

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent’s Office

California School Dashboard Local Indicator Update: June 8, 2023



Priority 2: Standards Implementation

SCUSD measured progress towards implementation of adopted standards and curriculum frameworks through a survey administered to school site administrators during the spring of 2022. The California Department of Education self-assessment tool was used as the basis for the survey. Results were based on unrounded average responses.

(Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability)

Implementation of Academic Standards		2023
Professional Development	English Language Arts – Common Core State Standards (CCSS) for ELA	3
	ELD – English Language Development (Aligned to English Language Arts Standards)	2
	Mathematics – CCSS for Math	3
	Next Generation Science Standards	2
	History - Social Science	2
Instruction Manuals	English Language Arts – CCSS for ELA	2
	ELD (Aligned to English Language Arts Standards)	2
	Mathematics – CCSS for Math	2
	Next Generation Science Standards	2
	History - Social Science	2
Policy & Program Support	English Language Arts – CCSS for ELA	3
	ELD (Aligned to English Language Arts Standards)	3
	Mathematics – CCSS for Math	3
	Next Generation Science Standards	3
	History - Social Science	2
Implementation of Standards	Career and Technical Education (CTE)	2
	Health Education	2
	Physical Education	3
	Visual and Performing Arts (VAPA)	2
	World Language	2
Engagement of School Leadership	Identifying the professional learning needs of groups of teachers or staff as a whole	2
	Identifying the professional learning needs of individual teachers	2
	Providing support for teachers on the standards they have not yet mastered	2



Priority 3: Parent Involvement

SCUSD measured progress in the area of parent involvement using the reflection tool provided by the state (elements and rating scale included below). Results from the district’s School Climate Survey for families, results from questions specific to the parent/caregiver experience on the LCAP Annual Survey, responses to the District Committee Impact Survey, and holistic reflection by the Family and Community Empowerment (FACE) department informed the ultimate ratings on the self-reflection scale.

Rating scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

BUILDING RELATIONSHIPS BETWEEN SCHOOL STAFF AND FAMILIES	2023
Progress in developing capacity of staff to build trusting relationships with families	3
Progress in creating welcoming environments for all families in the community	3
Progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children	3
Progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families	3

1. Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Building Relationships Between School Staff and Families.

SCUSD strives to build the capacity of both school staff and families to develop positive relationships and collaboratively support the success of students. A number of ongoing district efforts reflect strengths in this area. The district’s Parent Teacher Home Visits (PTHV) is a model program that, beginning in 1998 as a pilot project, catalyzed the growth of a national network. There are now approximately 35 schools participating in PTHV. This research-based practice aligns to other SCUSD efforts to address chronic absenteeism, improve academic performance, and shift mindsets of both staff and families. Visits are voluntary on the part of staff and families and staff are provided training and compensated for their time. More information about the program can be found at pthvp.org.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Building Relationships Between School Staff and Families.

While the above strengths are important to note, the district is aware that significant improvement is needed in this area. A focal area for improvement is the systematizing and scaling of efforts that are currently operating in isolation or in the early stages. At the school site level, administrators, staff, and parents need to be collectively supported in identifying key needs in the area of relationship building and translating these needs into actionable goals. These goals in turn need to be aligned to specific, district-supported strategies that will be effective in improving the quality of the overall relationship building on a district-wide scale. Opportunities to address this focus include multiple school site leadership structures such as School Site Councils, Parent Teacher Associations, and English Learner Advisory Committees. To increase the effectivity

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent’s Office

California School Dashboard Local Indicator Update: June 8, 2023



of any efforts in this area, SCUSD staff can benefit from additional parent engagement training. Such training should be aligned to both the State and National Parent Empowerment Dual Capacity Framework. An ongoing challenge in this area is the limited time in which professional development can be provided and the multiple forms of professional development of high priority.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

To improve the engagement of underrepresented families the efforts at systematizing and scaling must take into account the specific needs of student/family groups. These needs might include translation, location/format of after school events, and efforts of staff that span multiple school sites. Individual school sites must balance the dual demands of districtwide initiatives with the specific needs assessed/identified in their local context.

BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES	2023
Progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families	2
Progress in providing families with information and resources to support student learning and development in the home	4
Progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes	3
Progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students	3

1. Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Building Partnerships for Student Outcomes.

SCUSD’s Family and Community Empowerment team works in partnership with various departments to provide parents/guardians an array of tools and resources to support student learning. Efforts are aligned with other district initiatives in the areas of SEL, Bullying Prevention, and Positive Attendance to ensure a holistic perspective in addressing student outcomes. In addition to the success of the PTHV program, there are several areas the district would like to highlight as strengths. The Parent Empowerment Pathway (PEP) Program is a site-based series of workshops. Key topics in the series include the core aspects of the educational system and factors that lead towards developing the skills to become leaders within their school community. Another strength of the district is the range of events/opportunities to educate and connect parents/guardians to community and post K-12 resources. The Parent Information Exchange brings together monthly parents, SCUSD staff, community organizations, and community-based partners to share and discuss programs/services available for families.

Dashboard Local Indicators for the 2023 California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Efforts to build and engage in partnership with parents/guardians for student outcomes have yielded successes, but significant room for improvement had been indicated. To increase and improve communication about the available partnership, engagement, and support opportunities, FACE focused department efforts to ensure that messaging from the district and school site levels was accessible to all. As result, many SCUSD departments and programs work with the FACE department to create parent friendly, understandable materials and messaging in predominant languages with easy to understand visuals. Sites are provided individual support by FACE staff to identify and address specific parent engagement opportunities/activities in their parent engagement policies and other school plans. FACE supports district departments and parent advisory committees through outreach, workgroup participation and trainings. Examples include: LCAP PAC; SCUSD Scholarship Committee; SSC training; State Seal of Civic Engagement workgroup; CAC, DELAC and ELAC's.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

A key improvement in engaging underrepresented families will be increased and improved outreach/communication. This will ensure that underrepresented families can be fully included in capacity building opportunities and partnerships for improved student outcomes. FACE maintains ongoing contact and relationships with our SCUSD families through personal phone calls, parent chats, emails and texts. These prove invaluable in identifying areas of need and challenge, so that FACE could provide appropriate and timely supports and referrals. In addition, the weekly parent workshops (PEP) provide increased connection by creating a network of parent-to-parent contact and support.

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



SEEKING INPUT FOR DECISION-MAKING	2023
Progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making	3
Progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making	3
Progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community	3
Progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels	3

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

SCUSD highly values stakeholder input when making program decisions and considers the voice of parents/guardians to be critical within this process. A strength of the district is the ongoing effort to broaden and deepen the range of opportunities parents/guardians have to providing input toward decision-making. All school sites operate formal School Site Councils (SSCs) and, where required, English Learner Advisory Committees (ELACs). The district maintains active groups including the LCAP Parent Advisory Committee (PAC), District English Learner Advisory Committee (DELAC), and Community Advisory Committee (CAC) that acts in an advisory capacity to the Special Education Local Plan Area (SELPA). Task Forces have been commissioned specific to identified issues or student groups. In 2017-18, the Graduation Task Force was created to study the impacts of low graduation rates on the Sacramento community and develop recommendations for improvement. In 2018-19, The African American Achievement Task Force (AAATF) was commissioned to create recommendations to significantly improve the student achievement and social emotional outcomes for African American students in SCUSD K-12. This taskforce is now a districtwide Black/African American Advisory Board (B/AAAB).

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Though many opportunities exist for building capacity and directly engaging in decision-making, there is always room for improvement. Focal areas for improvement include: providing additional parent trainings specific to the work of SCUSD advisory committees at both the site and district level and ongoing collaboration with Community Based Organizations (CBOs) to increase outreach and engagement when seeking input.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

In both of the above areas (training and collaboration with CBOs), an additional emphasis must be placed on outreach to, inclusion of, and capacity building for parents/guardians of underrepresented and marginalized families. Highlighting CBOs that currently work with and have connections to underrepresented student

Dashboard Local Indicators for the 2023

California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



groups will increase the district's ability to engage these families in the decision-making process. Focusing trainings to groups that represent school sites with high numbers of underrepresented groups will increase the capacity of such groups to engage in critical decision-making that impacts their students.



Priority 6: School Climate

SCUSD annually administers a local climate survey to assess student perceptions of safety and connectedness. In spring 2023, the survey was completed by 14,862 students in grades 3-12. The overall student participation rate was 40%, providing the district a sample substantial enough to make generalizable conclusions with a 95% probability that the sample accurately reflects the attitude of the population (confidence level) within a range of +/- 3% (which is a typical range for a margin of error).

Overall, positive responses for both safety and connectedness were on par with spring 2022 results. For all students, there was a slight 2 percentage point decrease in safety perception from 63% to 61% from the previous year and a 2 percentage point decrease in connectedness from 67% to 65%.

The district's goal of 80% positive responses for all student groups was not achieved and significant progress remains to reach that level. When disaggregated by student groups, the outcomes of greatest concern were the safety positivity rates several groups including American Indian or Alaska Native students, Black or African American students, English Learners, Foster Youth, Homeless Youth, Students with Disabilities, who all had rates 5+ percentage points lower than 'All students.' These groups also had consistently lower rates of connectedness perception than 'All students.'

A significant gap is revealed when the rates for these student groups are compared to those for White students, who had the highest rate of positive responses for both Connectedness (71%) and Safety (65%). These trends are generally consistent with results in past years. Overall, the results demonstrate that (a) targeted support is needed for student groups that demonstrate consistently lower rates of safety and connectedness and (b) improving school climate to increase students' sense of safety and connectedness remains a high priority.

Small high schools continue to have the most positive results (70% for connectedness and 71% for safety). While there are certainly size-specific conditions present in small schools that facilitate positive school climate, the district continues to prioritize the identification of successful practices that can be replicated and scaled. The success of small schools and other 'bright spots' in achieving higher outcomes is an area of focus. Disparities in student perceptions of safety and/or connectedness for Black or African American students, English Learners, Students with Disabilities and American Indian or Alaska Native students are critical areas for growth and align with disparate results for the same student groups in state and local indicators.

SCUSD uses the results from the local climate survey with school sites as part of their needs assessment processes. This process is a key component of the district's CCI and helps sites to form school climate/culture goals. These goals are supported by the district's SEL, PBIS, and School Safety Initiatives. District efforts to increase student engagement through a range of expanded/extended learning opportunities, decrease chronic absenteeism as a focal point of the differentiated assistance process, and to address issues of bullying through training and prevention will all be continued. Ongoing areas of need and focus include: 1) Focus work with teachers and staff around Trauma Informed Practices and Culturally Responsive Teaching 2) Expand Implicit Bias professional learning 3) Create opportunities for the schools to share best practices. 4) Continue training and explicit practice to develop growth mindsets for students and staff.

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



School Climate Survey

Percentage of positive responses in the areas of 'safety' and 'connectedness' (Belonging)

Source: Local Climate Survey

Student Group	Spring 2021		Spring 2022		Spring 2023	
	Safety	Belonging	Safety	Belonging	Safety	Belonging
All	73	72	63	67	61	65
English Learners	66	65	57	60	55	58
Foster Youth	75	74	59	65	55	57
Homeless Youth	64	64	59	62	55	62
Socioeconomically Disadvantaged	71	69	61	65	59	62
Students with Disabilities	67	68	58	63	55	60
Black or African American	68	68	59	64	56	60
American Indian or Alaska Native	74	69	55	62	53	63
Asian	71	68	63	64	61	64
Filipino	73	74	65	69	63	68
Hispanic/Latino	73	71	63	67	61	63
Native Hawaiian or Pacific Islander	71	68	60	65	60	62
White	79	78	67	72	65	71
Two or More Races	75	75	65	72	64	68
Elementary School students	74	77	62	70	60	69
K-8 School student	77	78	58	62	60	67
Middle School students	77	76	65	67	61	63
Comprehensive High School Students	69	65	63	61	61	60
Small High School Students	75	73	72	74	71	70
Staff	63	78	60	74	52	69
Families	92	90	87	86	83	84



Priority 7: Access to a Broad Course of Study

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

To track student access and enrollment in a broad course of study, SCUSD will use the following measures to examine participation of unduplicated student groups, students with exceptional needs, and student groups that caused the district to be identified for differentiated technical assistance: Enrollment in Career Technical Education pathways, A-G course sequence on-track status, and Enrollment in Advanced Placement (AP) courses. As stated in the district's guiding principle, SCUSD is committed to ensuring that all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options. Monitoring and improving the metrics above for equitable access by student groups is key to this effort.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

Gaps in access are present in Advanced Placement and A-G on-track status for these student groups: English learners (EL), Foster Youth (FY), Homeless Youth (HY), Socioeconomically Disadvantaged Students (SED), Students with Disabilities (SWD), Black or African American students (B/AA), American Indian or Alaska Native students (AI), Hispanic/Latino students (H/L), and Native Hawaiian or Pacific Islander students (PI). While 24% of all 10th- 12th grade students are enrolled in at least 1 AP course, less than 13% of the following student groups are accessing this coursework: EL, FY, HY, SWD, B/AA, AI, PI. Similarly, 52% of all high school students were on track for A-G eligibility status at the time of measurement and the rate was below 36% for the same seven student groups.

Career Technical Education pathways exhibit more equitable access across student groups, with most student groups near the 20% enrollment rate for 'All students.' Foster Youth (8%), Homeless Youth (12%), and American Indian or Alaska Native students (8%) have the largest gaps. This indicates a need for additional focus for targeted recruitment and retention for these programs.



3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Existing barriers have included the lack of equitable access to challenging material in elementary and middle school. This remains an identified barrier in the respect that all students and students within each student group need be consistently challenged within a standards-aligned context to ensure that they are prepared to take on the later challenges of Advanced Placement coursework and a robust A-G curriculum. A key goal in the LCAP is the provision of a consistent and coherent Tier 1 educational experience for all students, regardless of school choice, zip code, or classroom. The systems in place that drive student course and program placement and eligibility remain significant barriers to providing a broad course of study for all students. While some progress has been made in this area, students in SCUSD still do not have equitable access to a broad course of study and a student's available course options can vary widely depending on their school or program of attendance. This includes differential access to Advanced Placement coursework, CTE pathways/programs, specific A-G coursework, and co-curricular activities.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

SCUSD is continuing the efforts described on previous dashboards to establish centralized systems and processes for academic counselors to conduct regular student schedule reviews and address identified student scheduling needs in a timely manner. The A-G counseling benchmarks set across the district provide a rubric against which counselors and students can understand progress toward completion of the full course sequence. This process was designed to specifically benefit unduplicated student groups and students with exceptional needs as they have continued to have disproportionate outcomes in these measures over time.

Recent efforts that will continue in the coming year include development of an infrastructure to monitor progress towards CTE pathway completion and timely intervention by counselors/teachers in a proactive manner when a student is struggling. Teachers will now have access to CTE participant data and be better able to provide targeted support. Future efforts will include collaboration between the master scheduling team and special education department to monitor and support scheduling for students with disabilities and partnership with the multilingual literacy department to ensure that newcomers are appropriately scheduled. Both of these efforts are intended to yield greater access to A-G coursework for students with disabilities and English Learners.

**Dashboard Local Indicators for the 2023
California School Dashboard (CSD)**

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



Student Group	Advanced Placement (AP) Enrollment		CTE Pathway Enrollment		On-Track A-G Status		Overall SCUSD Student Population (2022 California School Dashboard)
	21-22	22-23	21-22	22-23	21-22	22-23	
ALL	23.6	CALPADS file from state is not available until the beginning of the 23-24 school year.	20.5	CALPADS file from state is not available until the beginning of the 23-24 school year.	51.5	53.8	
English Learners	8.8		18.2		32.5	33.5	19.3
Foster Youth	0		7.7		23.6	19.6	0.4
Homeless Youth	2.1		11.5		22.2	18.8	0.7
Socioeconomically Disadvantaged	16.5		20.7		45	47.8	67.4
Students with Disabilities	3.3		16.7		22.6	23.7	14.9
Black or African American	12.7		19.4		35.2	37.4	12.3
American Indian or Alaska Native	8.5		8.2		34.6	44.4	0.5
Asian	33.3		19.7		67.8	71.3	18
Filipino	36.3		16.4		70.4	71.1	1.4
Hispanic/Latino	19.1		22.0		44.5	46.4	40.6
Native Hawaiian or Pacific Islander	8.1		22.0		35.8	41.1	2.3
White	32.4		18.9		62.8	63.7	16.8
Two or More Races	29.8	20.9	56.8	59.7	8		

Dashboard Local Indicators for the 2023 California School Dashboard (CSD)

Deputy Superintendent's Office

California School Dashboard Local Indicator Update: June 8, 2023



Based on the criteria stipulated by the State Board of Education, the results for the Local Indicator ratings are below. The district affirms that it has followed the steps required to provide the ratings below to the Dashboard, should they be required for upload in the fall of 2023 (status of local indicator reporting on the dashboard to be determined):

Fall 2022 Dashboard Rating	
Priority 1: Basic Services	Met
Priority 2: Implementation of State Standards	Met
Priority 3: Parental Involvement	Met
Priority 6: School Climate	Met
Priority 7: Course Access	Met



GEORGE WASHINGTON CARVER
SCHOOL OF ARTS & SCIENCE

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: George Washington Carver School of Arts and Science

CDS Code: 34-67439-0101899

School Year: 2023-24

LEA contact information:

LaNecia Kobelt

Principal

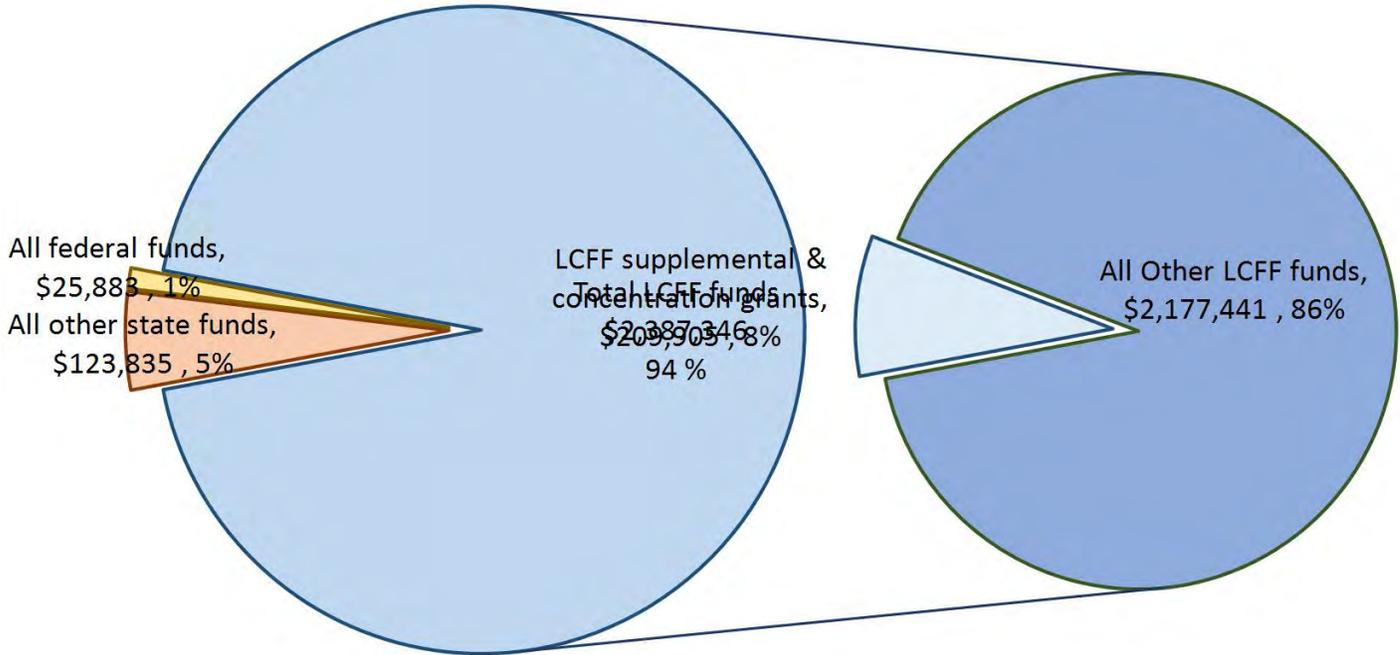
LaNecia-Kobelt@scusd.edu

916-395-5566

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

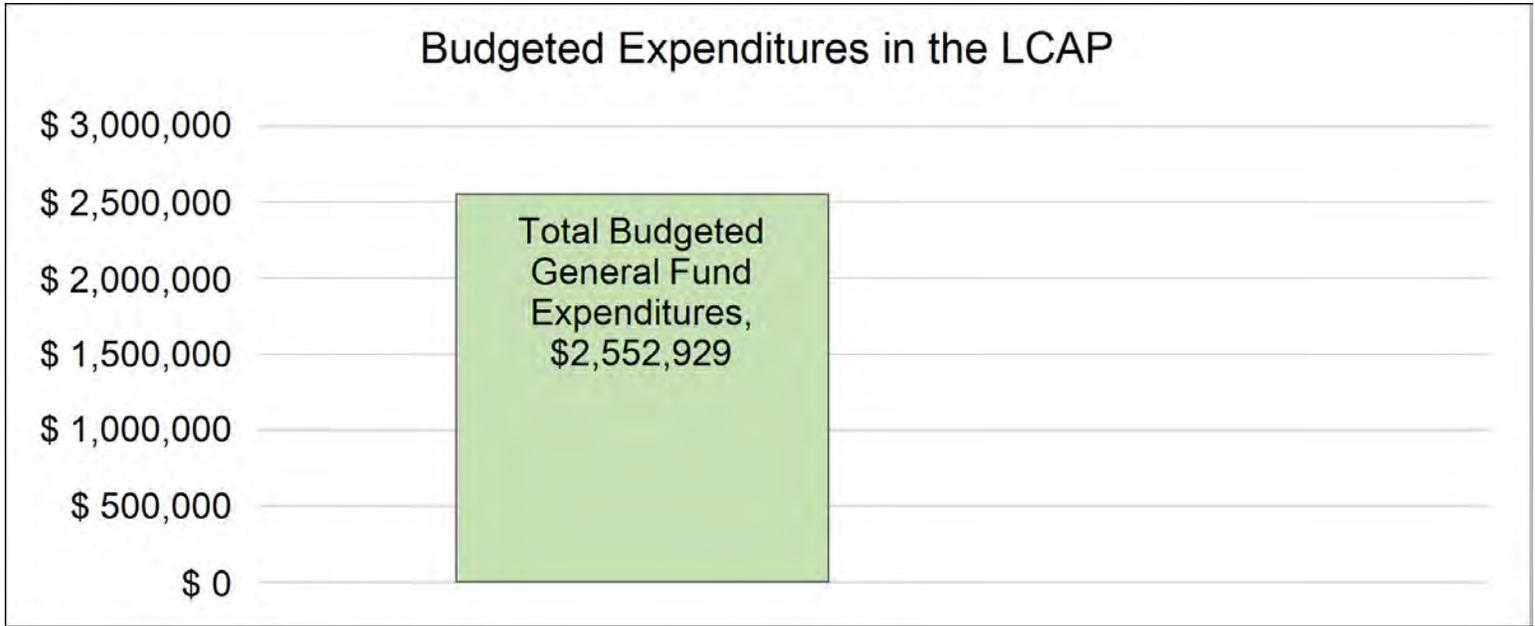


This chart shows the total general purpose revenue George Washington Carver School of Arts and Science expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for George Washington Carver School of Arts and Science is \$2,537,064.46, of which \$2,387,346.00 is Local Control Funding Formula (LCFF), \$123,835.20 is other state funds, \$0.00 is local funds, and \$25,883.26 is federal funds. Of the \$2,387,346.00 in LCFF Funds, \$209,905.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much George Washington Carver School of Arts and Science plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

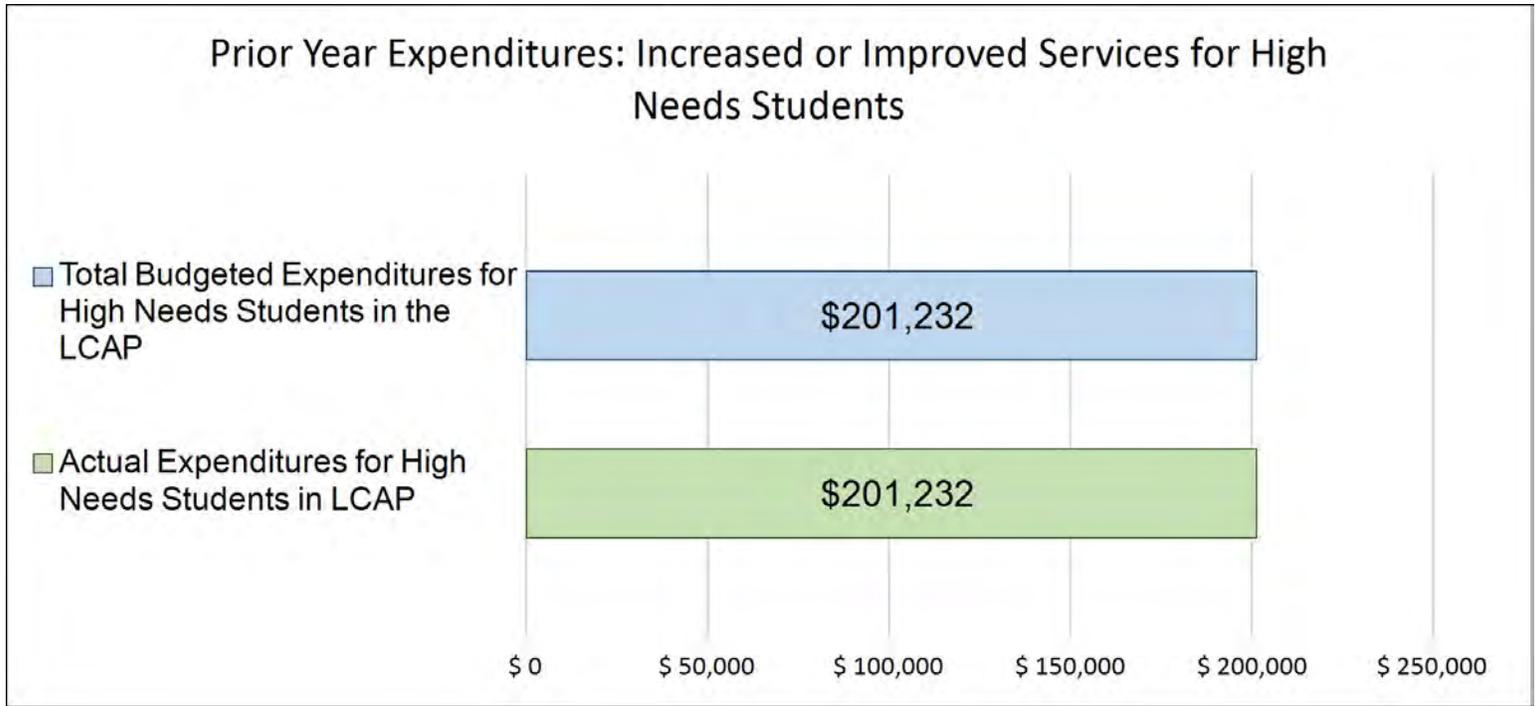
The text description of the above chart is as follows: George Washington Carver School of Arts and Science plans to spend \$2,552,928.52 for the 2023-24 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, George Washington Carver School of Arts and Science is projecting it will receive \$209,905.00 based on the enrollment of foster youth, English learner, and low-income students. George Washington Carver School of Arts and Science must describe how it intends to increase or improve services for high needs students in the LCAP. George Washington Carver School of Arts and Science plans to spend \$209,905.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what George Washington Carver School of Arts and Science budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what George Washington Carver School of Arts and Science estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, George Washington Carver School of Arts and Science's LCAP budgeted \$201,232.00 for planned actions to increase or improve services for high needs students. George Washington Carver School of Arts and Science actually spent \$201,232.00 for actions to increase or improve services for high needs students in 2022-23.



GEORGE WASHINGTON CARVER
SCHOOL OF ARTS & SCIENCE

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
George Washington Carver School of Arts and Science	LaNecia Kobelt Principal	LaNecia-Kobelt@scusd.edu 916-395-5566

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

George Washington Carver School of Arts and Science is located in the Sacramento City Unified School District. Carver is located in the city of Rancho Cordova, surrounded by the City and County of Sacramento. Results from the California Dashboard indicate the following: of the

2021-2022 Census reported that the racial makeup of was 51% White, 8.9% African American, 0.4% Native American, 1.5% Asian, 0.6% 1.9% Filipino, and 6.2% from two or more races. Hispanic or Latino of any race make up 30.1%. Nearly 45.6% of students are identified as socioeconomically disadvantaged. The student population also includes a significant percentage of Students with Disabilities (25.9 %). Many Carver students speak a primary language other than English: Spanish and Russian are the most frequently occurring languages other than English. There are 3.5% of students who are identified as English Learners.

Carver is guided by the SCUSD Core Value and overarching Equity, Access, and Social Justice Guiding Principle. These both address the notion that 'Every system is perfectly designed to get the results that it gets' and acknowledge the presence of fundamental inequities that must be interrupted and addressed for the district to achieve its stated goals for all students and families. 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.'

Carver families and students continue to feel the effects of the COVID-19 pandemic. The learning loss experienced by students during the pandemic will require focused effort in the coming years to address. The challenges faced by families include food and housing insecurity, lack of access to technology/connectivity, unemployment, and lack of access to health care. These issues have exacerbated existing inequities and helped to shine a light on the gaps that were already present. A positive effect that came from the challenges of the pandemic was the opportunity to close the digital divide for students. Carver benefitted from the district's accelerating its progress in providing technology to students and taking advantage of the opportunities available in the digital space. This growth in the use of digital resources has happened in the areas of classroom instruction and for multiple types of school and district operations.

Our mission here at Carver High School is to help teenagers become in the deepest sense, the people they are meant to be. This is an education that prepares students for college and more. It is not simply an education geared to the requirements of national tests. At Carver, the curriculum is rigorous; academic classes emphasize the development of independent investigation, critical thinking, and applied academic and creative skills that Carver students will later use to contribute to their community.

To achieve this vision, we will engage all students in developing 21st Century Skills—critical thinking and creative problem-solving skills—in an integrated and rigorous college-preparatory curriculum that integrates the arts and environmental stewardship. Ultimately, through the course of four years at Carver, each student will find his/her own unique path toward becoming intelligent, self-confident, and socially responsible individuals. Our students will have the skills and knowledge to address the question: How will you engage the world?

At Carver, our mission is to implement Waldorf methods as our best teaching practices. Teaching and learning is a process that engages the head (the intellect and academic content), the heart (students must feel excited and in relationship to what they are learning), and hands (students transform what they have learned and how they felt about it into a product). We integrate creativity, critical thinking and creative problem solving in all our lessons. Students write across the curriculum and engage in discussion of ideas, theories and findings in all their subjects.

Each day students and teachers greet each other with a handshake. Class begins with a poem, verse or song. Teachers engage students in an active review of the previous day's class, refreshing the memory and rebuilding the subject. The teacher delivers new material in an artistic way through imagery, or storytelling, which activates the visual memory. The lesson offers students opportunities to activate their thinking, their feeling and the lesson ends with students doing—turning their new knowledge into an essay, illustration, research or math problem. Every lesson is three-fold in this way with artistic, reflective and active work by every student. We train our teachers so that they practice teaching as an art form—reading the class and individual students before them; masters of their subject matter and State Standards; expertly weaving in creativity, discussion, and critical thinking through the lesson. At Carver, the central themes that weave throughout the curriculum and school activities are Social and Environmental Justice with a lens on racial justice.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

According to the California Dashboard from 2021-2022, Carver was designated as “High” (91.1%) for the graduate rate indicator. The 91.1% percent graduation rate is made up of 45 students. Student groups were not assigned performance levels because of the overall low graduation number. However, student groups were disaggregated as follows: (11) African Americans, (1) Homeless (5) Two or More Races (28) Socio-disadvantaged, (15) Students with Disabilities and (25) White. The school counselor takes an active role by meeting with students daily to monitor progress towards graduation and course completion. Carver has a Student Success Team comprised of students, parents, administration and support staff and the student to identify academic successes, challenges, how to best meet their needs, struggling students are offered options such as credit recovery, shortened schedule or adjustments to existing schedule and graduation coaching/mentoring.

There were several contributing factors to increasing enrollment at Carver. Our internationally recognized Waldorf instructional program is the only public offering in the State with no cost to families. Traditionally, Waldorf programming is offered in the private school sites. Carver also offers robust arts integration programming. Carver staff meets the needs of students with a nurturing and supportive staff. In addition, students matriculated from the 3 feeder schools with larger class sizes, also contributing to increased enrollment in Carver.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Due to school closure, we experienced the loss of social emotional learning and support that we provide as a school within every classroom. SEL is at the very core of our program and distance learning interrupted this integrated part of our program. The reopening of the school without a full time counselor, social worker, campus monitor and numerous incidents of COVID outbreaks, in addition to a transition in leadership, made teaching and learning more challenging and we see the results in more student disengagement measured by attendance and grades, suspensions and connect center referrals. We see the need to add opportunities for students to engage in social emotional experiences like extra-curriculars, hands on and experiential learning and the development of Social & emotional skills. We also continue to focus on College Readiness by focusing on our graduate profile and a-g readiness.

Areas of Need as reflected in the California Data Dashboard Suspension rates; English Language Arts Proficiency and Mathematics proficiency. In addition, we see the need for more on campus resources to support students and staff in maintaining a safe environment.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Highlights of this LCAP are the broad and focused goals on the mission of our high school education: college readiness. Under this broad umbrella, we are focusing on our graduate profile, a-g readiness, and students on track for graduation. We will also look at MTSS to offer layered supports for struggling students. We will continue to do work required to dismantling racism in our curriculum, school processes and systems and increase our enrollment.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

George Washington Carver is not in CSI

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The Parent Guild meets monthly to review and discuss school improvement and school goals. Ongoing engagement of parents, community organization, the City of Rancho Cordova and other educational partners is key to the development of our goals. Teachers share input weekly in staff meetings. For over three years the staff has focused on understanding racism and the implications for curriculum, policies and procedures that are part of a white dominant culture. Continuing this work is a priority for our staff and students.

A summary of the feedback provided by specific educational partners.

Stakeholders are generally supportive of the school and the teaching and learning that occurred throughout school closure. They report that they feel their input is heard and incorporated into plans. Specifically educational partners request more experiential learning to address learning loss. They request more artistic opportunities and college classes and more in person time with teachers and at school. Educational Partners requested more supports for students, especially those who do not receive Special Education supports but have experienced social and emotional trauma.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Educational partners input influenced the broad and focused goals of the LCAP. Specifically, educational partners requested access to college level classes through the ACE program, developing more robust Waldorf methods and arts integration, and more access to academic support in the form of tutoring. Students, teachers and parents also requested continuation of racial equity training and program review to dismantle racism. The LCAP reflects specific stakeholder input.

Goals and Actions

Goal

Goal #	Description
1	BROAD: College and Career Readiness BROAD: Every student will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, and other student groups with gaps in outcomes until gaps are eliminated. We are committed to increasing student success and removing barriers to success, with special attention to racist practices.

An explanation of why the LEA has developed this goal.

Our vision and mission are to prepare every student to graduate college and career ready with a wide array of post-secondary options. We are working to build supports and remove barriers to student success as measured by a-g course completion, graduation rates, students enrolled in college classes like ACE and community college courses, and college application submission.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Number of students on track for a-g coursework completion	32% of seniors are on track for a-g completion 2020-21	26% of seniors are on track a-g completion 2021-22	46.34% of seniors on track a-g completion 2021-22		100% of seniors graduate with a-g courses
Number of College applications	20% of seniors apply to 4 year colleges 2020-21	30% of seniors apply to 4 year colleges 2021-22			80% of seniors apply to 4 year colleges
Number of students enrolled in ACE classes	30% of 11th and 12th graders apply for ACE classes 2020-21	30% of 11th and 12th 2021-22	49.5% of 11th and 12th graders applied for ACE classes in 2021-22		75% of students in 11th and 12th grades apply for CE classes
Number of Students earning Ds and Fs	30% of students earn Ds or Fs 2020-21	31% of students earn Ds or Fs 2021-22	30% of students earn D's and F's 2021 -22		No students earn Ds or Fs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Data Dashboard College/Career 2019					Blue
CA Data Dashboard Graduation Rate 2019					Blue

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Grading Policy	Review grading policy and calibrate grading system. Ensure that grading policies and practices are equitable and removing barriers for students.		No
1.2	Academic Intervention	Regular review of progress and final grades to offer targeted support for students to provide ongoing, sustained intervention for all students who are struggling.	\$89,849.00	Yes
1.3	ACE and College Applications	Through the support of a college adviser and teaches of 11th and 12th grade classes, continue to promote, enroll and support students taking college classes on campus through the ACE program at Sac State. Support students so more are applying to 4 year colleges.		No
1.4	Integrating Waldorf Methods	Ensuring that all classes integrate the arts, offer hands on projects, make connections to the community will offer students more creative ways to show their learning and to pass classes with a C or higher.	\$80,274.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The counselor engaged with students and staff and families to ensure students completed course work for a-g, completed credit recovery when needed and scheduled SST meetings for students.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Due to the CARES ACT we received a full time counselor, in addition to the college counselor. This allowed students to have social and emotional needs met. The graduation rate increased as students received more one to one time with the counselor.

An explanation of how effective the specific actions were in making progress toward the goal.

The graduation rate increased by 6%.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

One teacher will focus on MTSS to assist and improve the climate and culture of the school to increase attendance and enrollment of the school. A second teacher will assist in arts and project based instruction to increase Waldorf pedagogical best practices in the classroom. Carver's success is based on the integration of Waldorf inspired teaching and learning.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, LGBTQ+, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth. We are exploring behaviors and restorative ways to address both the harmed and the perpetrator. We are also in need of supports for student attendance, which contributes to student success and appropriate behaviors related to attendance. Our goal is to keep students at school learning, understanding barriers to behaviors and attendance to increase student success. This goal is essential to Carver's development as a social and environmental justice school, committed to addressing white dominant culture in the school system. It is important that we build in supports for all learners, review policies that act as barriers to success and increase the graduation rate to 100%. We also want to enhance and invigorate the holistic portfolio review and our graduate profile to better support all student learning and demonstrating learning.

An explanation of why the LEA has developed this goal.

We are building a safe haven school. There has been a rise in race related incidents. Teachers are working to respond through restorative practices and changes to the curriculum. We also are committed to addressing incidents of bias, addressing the harmed and the person committing the biased incident. Restorative practices will be critical to addressing this concern.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Suspension Rate	Disproportionate suspension rate between white, African American and Students with Disabilities 2020-21	8.6% suspension rate 2021-22 between white, African American and Students with Disabilities.	7.2% suspension rate 2021-22 between white, African American and Students with Disabilities.		No suspensions
CA Data Dashboard Suspension Rate			7.2% suspension rate 2021-22		Blue
Attendance Monitoring	Attendance rates fell to 89% in 2020	94.4% in 2021	overall attendance 95.06%		Attendance rate at 99%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Restorative Practice Training	Teachers will engage annually in Restorative Practice Training to address their curriculum and classroom practices for optimal equity. Trainings will be available to parents and student as well.	\$20,000.00	Yes
2.2	Attendance/Office technician	Create an FTE for Attendance/Office technician to monitor and support attendance more carefully	\$53,157.00	No
2.3	Campus Monitor/Community Liaison	Create an FTE for Campus Monitor/Community Liaison to increase student safety, connectedness and support the MTSS		No
2.4	Safe Zone and Crisis Prevention Training	Teachers will engage annually in Safe Zone & Crisis Prevention Training to address their curriculum and classroom practices for optimal equity. Trainings may be available to parents and student as well.		No
2.5	Social Worker	Social worker will provide crisis intervention for our disproportionate (29%) numbers of students needing social and emotional support. The social worker will be able to provide follow up with interventions.		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Budgeting did not allow us to secure a campus monitor or social worker.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The school applied for an ESSER III grant; however, funding was not continued. The school requires an additional funding source for a campus monitor and social worker.

An explanation of how effective the specific actions were in making progress toward the goal.

Staff and students demonstrated a high need for BIPOC training, Safe Zone and SEL support and training especially after reopening with an increase in the BIPOC population and Covid Outbreaks among staff and students.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Carver will continue with professional Development to meet our goals for restorative actions and support for student attendance, which contributes to student success and appropriate behaviors related to attendance.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing
3.1				No
3.2				No Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.
 A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.
 A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
272044	

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
9.77%	0.00%	\$0.00	9.77%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

At Carver, a public Waldorf school, we integrate the arts throughout the curriculum which offers flexible, creative and alternative ways for students to become engaged, show their learning, and to practice high levels of critical thinking through analysis and synthesis. By broadening and deepening the types of assignments students have, struggling learners in particular find multiple entry points to the subject matter. The Arts increase student engagement. The Arts also provide supports for English Language learners by removing the words and showing the learning visually. The arts are also a medium for students to access their social-emotional learning through non-verbal creativity. The artistic process is one way for students to access their inner selves and learning, when words are difficult to find.

In addition, we will provide Academic Intervention to support all students, including those who would not have access through Special Education. Students who earn a D or F at anytime will be referred for targeted support. Foster Youth, EL, low income and depending on the subject, they will be assigned a tutor-- a peer tutor, instructional aide or teacher to meet and intervene with targeted supports. This would occur during class work time, before or after school or at lunch time. The student and tutor will work closely with the teacher to support learning which will be reflected in the grading and passing the class.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

We are increasing services to foster youth, ELL and low income students by targeting intervention services. We will focus our initial referral and intervention plans for these students. At Carver our main group of students for intervention are Title 1. Targeting interventions is a challenge because their status is highly confidential. Teachers and staff are prohibited from knowing who qualifies for Title 1. This is a paradox: knowing but not knowing. This mystery is why we integrate the arts throughout the curriculum which offers flexible, creative and alternative ways for students to become engaged, show their learning, and to practice high levels of critical thinking through analysis and synthesis. By broadening and deepening the types of assignments students have, struggling learners in particular find multiple entry points to the subject matter. The Arts increase student engagement. The Arts also provide supports for English Language learners by removing the words and showing the learning visually. The arts are also a medium for students to access their social-emotional learning through non-verbal creativity. The artistic process is one way for students to access their inner selves and learning, when words are difficult to find.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Carver does not receive any concentration grant funding.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		
Staff-to-student ratio of certificated staff providing direct services to students		

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$190,123.00	\$53,157.00			\$243,280.00	\$223,280.00	\$20,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Grading Policy	All Students with Disabilities					
1	1.2	Academic Intervention	English Learners Foster Youth Low Income	\$89,849.00				\$89,849.00
1	1.3	ACE and College Applications	11th and 12th graders All					
1	1.4	Integrating Waldorf Methods	English Learners Foster Youth Low Income	\$80,274.00				\$80,274.00
2	2.1	Restorative Practice Training	English Learners Foster Youth Low Income	\$20,000.00				\$20,000.00
2	2.2	Attendance/Office technician	All		\$53,157.00			\$53,157.00
2	2.3	Campus Monitor/Community Liaison	All					
2	2.4	Safe Zone and Crisis Prevention Training	All					
2	2.5	Social Worker	All					
3	3.1		All					
3	3.2		All English Learners					

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
2784872	272044	9.77%	0.00%	9.77%	\$190,123.00	0.00%	6.83 %	Total:	\$190,123.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$190,123.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Academic Intervention	Yes	Schoolwide	English Learners Foster Youth Low Income		\$89,849.00	
1	1.4	Integrating Waldorf Methods	Yes	Schoolwide	English Learners Foster Youth Low Income		\$80,274.00	
2	2.1	Restorative Practice Training	Yes	Schoolwide	English Learners Foster Youth Low Income		\$20,000.00	
3	3.2		Yes	Schoolwide	English Learners			

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$465,769.00	\$220,999.62

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Grading Policy	No		
1	1.2	Academic Intervention	Yes	\$68,221.00	
1	1.3	ACE and College Applications	No	\$53,725.00	17,830.77
1	1.4	integrating Waldorf Methods	No Yes	\$183,823.00	134,608.53
2	2.1	Restorative Practice Training	No Yes	\$20,000.00	20,000
2	2.2	Attendance/Office technician	No	\$70,000.00	48,560.32
2	2.3	Campus Monitor/Community Liaison	No	\$70,000.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.4	Safe Zone and Crisis Prevention Training	No		
2	2.5	Social Worker	No		
3	3.1		No		
3	3.2		No Yes		

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$272,044.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Academic Intervention	Yes	\$68,221.00			
1	1.4	integrating Waldorf Methods	Yes	\$183,823.00			
2	2.1	Restorative Practice Training	Yes	\$20,000.00			
3	3.2		Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

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

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in EC Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: New Joseph Bonnheim Community Charter

CDS Code: 34-67439-6034094

School Year: 2023-24

LEA contact information:

Christie Wells-Artman

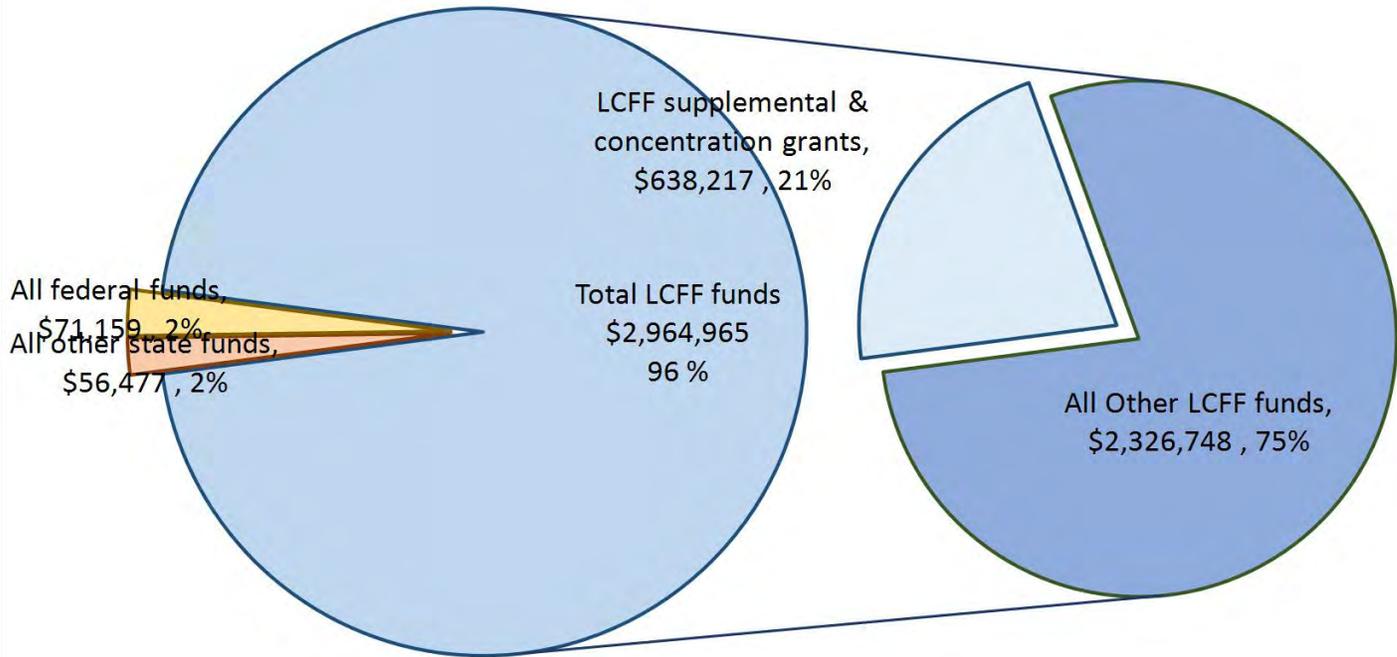
Principal

916 277-6294

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

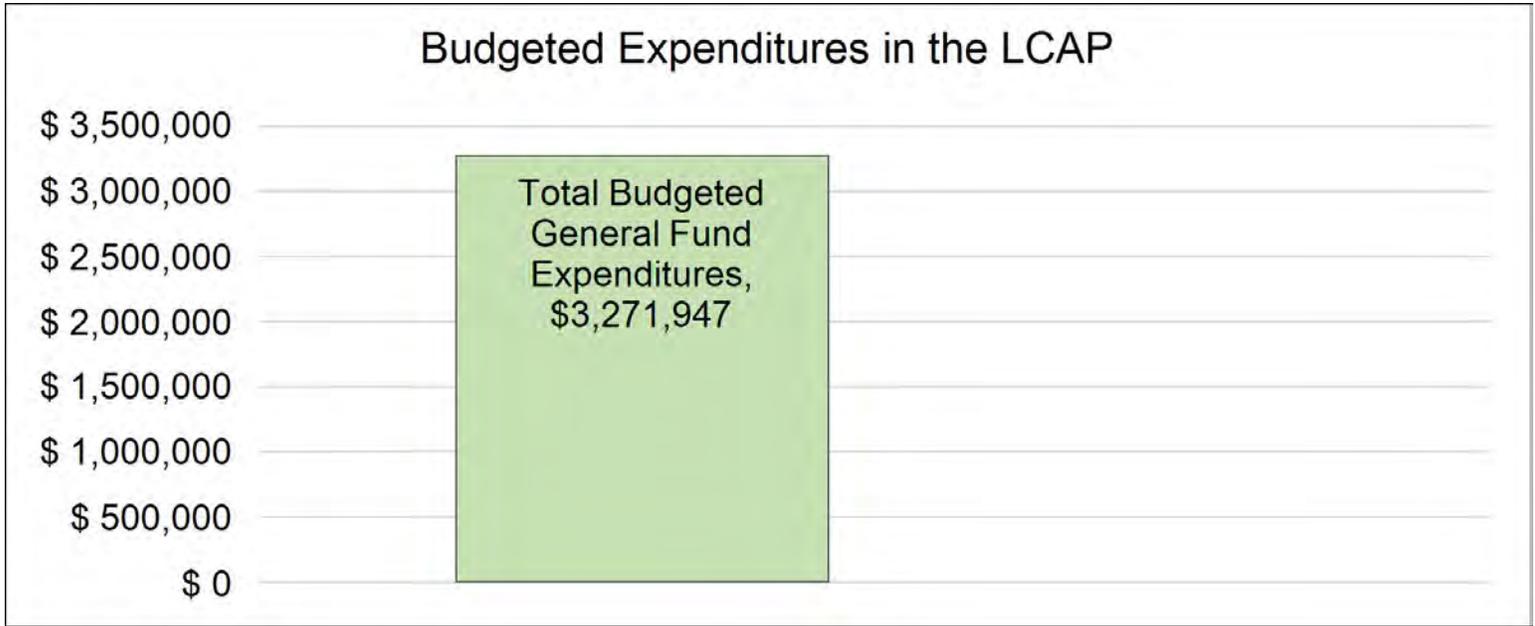


This chart shows the total general purpose revenue New Joseph Bonnheim Community Charter expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for New Joseph Bonnheim Community Charter is \$3,092,601.00, of which \$2,964,965.00 is Local Control Funding Formula (LCFF), \$56,477.00 is other state funds, \$0.00 is local funds, and \$71,159.00 is federal funds. Of the \$2,964,965.00 in LCFF Funds, \$638,217.43 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much New Joseph Bonnheim Community Charter plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

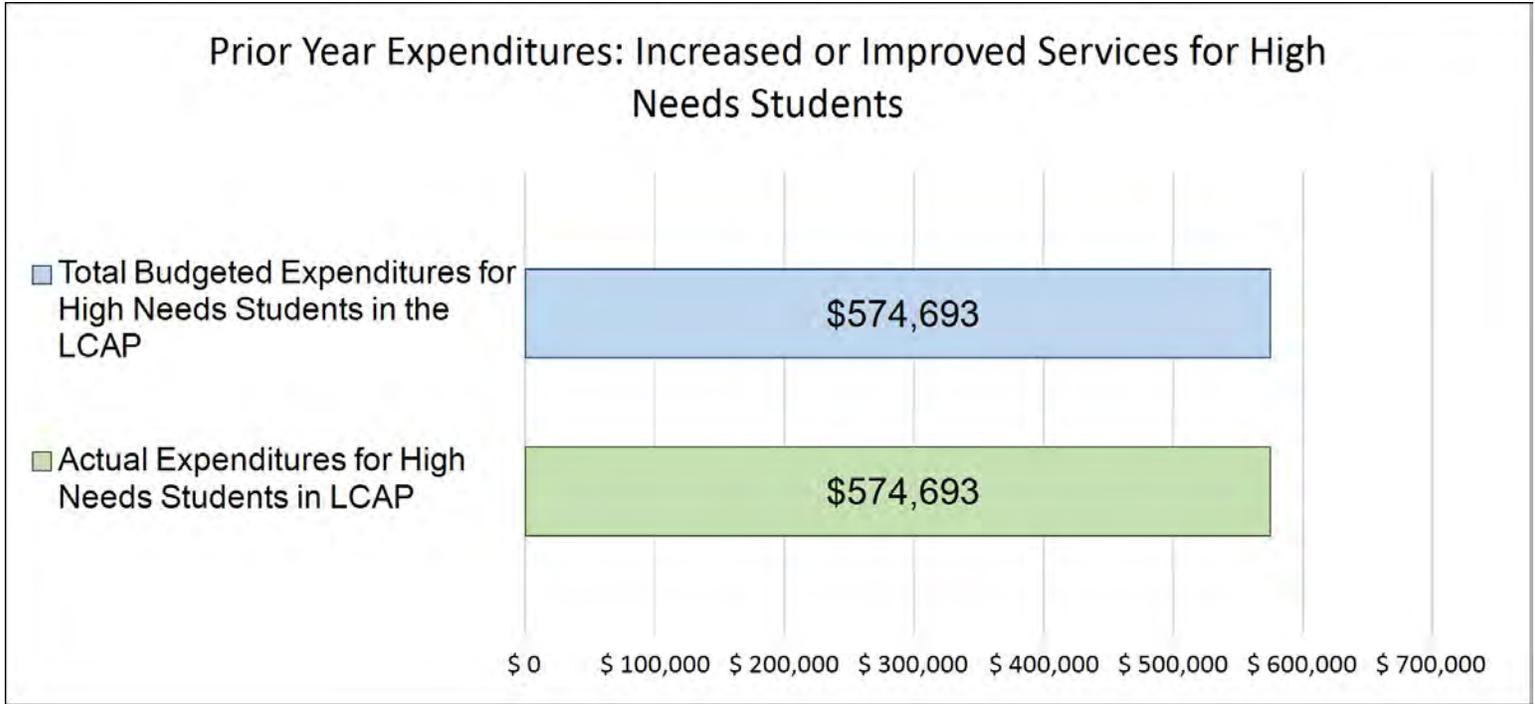
The text description of the above chart is as follows: New Joseph Bonnheim Community Charter plans to spend \$3,271,947.10 for the 2023-24 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, New Joseph Bonnheim Community Charter is projecting it will receive \$638,217.43 based on the enrollment of foster youth, English learner, and low-income students. New Joseph Bonnheim Community Charter must describe how it intends to increase or improve services for high needs students in the LCAP. New Joseph Bonnheim Community Charter plans to spend \$638,217.43 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what New Joseph Bonnheim Community Charter budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what New Joseph Bonnheim Community Charter estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, New Joseph Bonnheim Community Charter's LCAP budgeted \$574,693.00 for planned actions to increase or improve services for high needs students. New Joseph Bonnheim Community Charter actually spent \$574,693.00 for actions to increase or improve services for high needs students in 2022-23.



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
New Joseph Bonnheim Community Charter	Christie Wells-Artman Principal	christie-wells-artman@scusd.edu 916 277-6294

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Welcome to New Joseph Bonnheim Community Charter School!

The New Joseph Bonnheim team extends a warm welcome to all of our scholars, parents, family, and community partnerships. NJB is an excellent neighborhood charter school, TK-6th grade, that is centered on agriculture and science, and on the very community it serves. With a dedicated and caring team of highly qualified teachers, support staff, wonderful children, and involved and supportive parents and

partnerships, our mission is to develop responsible, respectful, and proactive citizens to become caretakers of our community, our state, our country, and our planet.

We are deeply committed in all aspects of our scholars' learning by providing a quality education using the Highly Effective Teaching model, LIFESKILLS and the Leader in Me/ 7 Habits to promote positive relationships, and implementing the Common Core State Standards. At NJB, scholars are fully engaged in their thinking and demonstrate mastery of learning effectively. Our goal is to guide children to become fully participating citizens by giving them a strong academic education in a nurturing environment that recognizes diversity, promotes healthy choices, positive mindset, and embraces community involvement.

Our scholars receive a challenging and rigorous academic curriculum that is thematic and based in science and agriculture. Our project based learning and inquiry is supported with enrichment activities, hands-on and real-life experiences, community resources, and active parent participation and involvement. Parent and community partnerships are encouraged and continue to provide vital assistance to our educational program.

In addition to instruction in the core curriculum and units of study in science, students are provided learning opportunities in our community garden, library, art and music, sports, technology, and various after school and enrichment programs. NJB also has smaller class sizes to support learning.

To further optimize our students' learning and development of staff, this year we are utilizing a year-round calendar designed to support a high level of on-going professional development without interfering with the instructional day.

Our school's Steering Committee, PTA, and other site committees are very active and highly committed to supporting and improving the educational program and school environment through its involvement with the school and its many planned school and family activities.

New Joseph Bonnheim Community Charter is a wonderful neighborhood school establishing a tradition of curious intellectual learners, high student achievement and academic success for all students, and outstanding parent and community involvement. We believe in our scholars and their educational success is our priority!

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Based on 22-23 i-ready data and data from Illuminate, NJBCC went up 5 points from last years 11 points from the previous year in ELA, and up 5 points from 12 points in Math. It is not a apples to apples comparison to the SBAC. (SBAC was given this year and we are awaiting results, which will be released July/August 2023.) With that stated, we feel at NJB is making gains from the prior pandemic.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

As highlighted on the previous page, our NJB mission is to develop responsible, respectful, and proactive citizens to become caretakers of our community, our state, our country, and our planet. This begins with our concept for the New Joseph Bonnheim (NJB) being centered on agriculture and on the very community it serves.

“Our NJB vision is to create a quality education program through a variety of learning intelligences to prepare students for the 21st Century.”

1. Improve academic and social outcomes through ethical practices.
2. Create a school culture that emits a civic, social and educational responsibility and involves parents, scholars and staff.
3. Foster communication and positive relationships between school personnel, students, parents and community.
4. All persons will take personal responsibility and accountability for their actions and the actions of others.
5. Have a school climate in which every student, parent, and teacher is willing to help one’s neighbor, respectful of all people around them, and is willing to be the light in the darkness.

With that said our focus using surveys, CA data dash board, SBAC, I-ready, and district assessments from the previous years, there are four identified needs:

1. Serving our EL's and create the foundation to support high quality teaching and learning in supporting EL's.
2. Create an organizational culture that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We will increase the sense of community pride on campus.
3. Increasing the percentage of scholars demonstrating:
 - a) Mastery of state standards;
 - b) college and career orientation;
 - c) knowledge of how American democratic institutions work; and how to apply it to today's world.
4. Due to the past pandemic, Improve attendance and engagement during in person Learning. Hire an attendance clerk and form attendance committee team to support outreach and engagement to families in need. Address operational needs to mitigate learning loss and ensure a safe learning environment.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

As previously stated our focus using surveys, CA data dash board, SBAC, I-ready, and district assessments from the previous years, there are four identified needs:

1. Serving our EL's and create the foundation to support high quality teaching and learning in supporting EL's.
2. Create an organizational culture that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We will increase the sense of community pride on campus.
3. Increasing the percentage of scholars demonstrating:
 - a) Mastery of state standards;
 - b) college and career orientation;
 - c) knowledge of how American democratic institutions work; and
4. Improve attendance and engagement during Distance and in person Learning. Hire an attendance clerk and form attendance committee team to support outreach and engagement to families in need. Address operational needs to mitigate learning loss and ensure a safe learning environment.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

New Joseph Bonnheim Community Charter, school under SCUSD, is not identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The LCAP was developed in collaboration by the Steering Committees (which serve as School Site Councils) of each small learning community (SLC) within New Joseph Bonnheim Elementary School. Input is provided in the way of recommendations by the English Learner Advisory Committee. Input was also requested from staff and was shared with Steering Committee to inform their decision making process.

Dates of Engagement: All meetings cover the LCAP process.

NJB Steering - 9/5/22, 10/9/22, 11/3/22, 12/4/22, 1/6/23 3/5/23, 4/6/23, 5/2/23, 06/07/23 and special meeting 06/15/23 (all in person meetings)

ELAC - 9/25/22, 11/23/22, 12/13/22, 02/24/23 03/18/23 04/13/23, and 05/25/23

A summary of the feedback provided by specific educational partners.

The NJB staff specifically set priorities for the 22-23 budget through an anonymous survey. Their priorities included adopting a core curriculum for ELA and Math, English Language Learner support and a focus on reading. Closing the achievement gap between African-American and Hispanic students. Improving the proficiency of the English language in our EL students. Parents within the Steering Committee also expressed the need for a fully staffed bi-lingual reading intervention teacher and 2 bi-lingual aides to support for high risk students .A data team to be formed to progress monitor and present to all stakeholders of aligned common assessments. Training and development of body/brain compatible learning and full use of the agricultural units of study. The Steering Committee also provided feedback that the goals needed to be worded in such a way that parents can understand them more easily.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

The goals were created collaboratively with Steering Committee by reviewing data as well as reviewing staff recommendation based on their data review.

Goals were revised to be more specific and clearer to people by removing "educational jargon."

The metrics were presented and Steering Committee collaboratively set objectives with those metrics that would show us we were achieving our goals. The LCAP goals were the basis for our cycle of improvement. The stakeholder groups for each small learning community reviewed the document and make necessary revisions to actions based on the distance learning context we are faced with for the 22-23 school year.

Goals and Actions

Goal

Goal #	Description
1	<p>1. Create the foundation to support high quality teaching and learning in supporting EL's. We will increase the number of students approaching proficiency in English Language Arts and Mathematics, particularly our underserved subgroups. NJB serves 54.7% English learners. Everything we do academically must be done with that context in mind. Our English learners will not make adequate progress without specific attention to their academic and social-emotional strengths and needs. At NJB, English Learners at 41.03% (43 EL scholars) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 and Trimester 3 report card. NJB has identified a need to address early literacy and foundational reading skills in grades K-3rd.</p> <p>2. There is a need for integrated curriculum to support EL's in both ELA and Math. Supplemental foundational skills in the SIPPS program and EL leveled texts are used along with instructional invention to support EL's to meet and exceed grade level standards and mastery of skills. Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified students. (Certificated Staff) add details on curriculum supports texts.... readers....</p> <p>3. Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, Haggerty model, and SCUSD trainings on ELD.</p> <p>4. Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning.</p>

An explanation of why the LEA has developed this goal.

Integrated ELD in all content areas is not consistently occurring. Students lack effective ELD instruction, intervention opportunities for supporting student foundational skills are limited and inconsistent. A lack of professional knowledge, of ELA/EL Foundational standards, strategies and implementation. To monitor this we do the following:

1. ELPAC 2022-23 - 60% making progress
2. District Common Assessments Benchmark- 80% of ELs increase proficiency
3. Haggerty model and Foundational Skills BPST/CORE/PASS Assessments- 80% of ELs increase proficiency

Purchase Core ELA/EL and Math Curriculum using the CARES and other funding resources. (Benchmark) Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)

Phonemic Awareness and Haggerty Professional Development and Instructional Program for EL's (LCFF EL). All purchased/and 3 year adoption. Teachers will be trained to implement. Progress Monitoring on ELD Strategies and Supports to English Language Learners to Increase levels in ELPAC and reclassify to English. GLAD Training. This includes all teachers trained in GLAD strategies to provide additional ELD intervention to EL students, coordinate reclassification, coordinate ELPAC administration, follow-up on designated EL

scholars, and demonstrate effective ELD strategies for scholars and support parents, and finally, increase EL parent involvement in education by removing barriers to participation (e.g., translation, interpretation, childcare, etc.)

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELPAC	2019 - 55% making progress	Data not available yet	Where are we at with this goal? For 22-23, we have hired Amelia Villanueva as the ELD teacher, and two aids. We have held monthly ELAC meetings, and have made the following findings: 1. 6 scholars are RFEP out 2. we have tested Kinder levels for initial ELPAC and are currently (February/March) testing for the ELAC scores, with 3 more initial ELPAC. 3. We have provided PD around phonemic awareness using the Haggerty Model with ELD strategies. 4. Parent trainings on Infinite Campus Portal, ELPAC, and reclassification with guest speakers.		2023-24 - 85% making progress

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
District Common Assessment Benchmark	Baseline coming out in October 2021	Did not complete due collective bargaining agreements	We have training our staff on district benchmark and testing has been done at NJB with 63% making progress with grade 3-6.		2023-24 - 85% making progress
SIPPS and Foundational Skills BPST/CORE/PASS Assessments	Baseline coming out in October 2021	Did not complete due collective bargaining agreements	We provided 4 sessions of training of Phonemic Awareness to staff using the Haggerty model and Benchmark. Grades K-2 have had a 75% progress.		2023-24 - 85% making progress

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Monitor and implement ELA/EL and Math Curriculum (Supplimental)Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)	Purchase Core ELA/EL and Math Curriculum using the LCFF ELO and other funding resources. Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL); Plus two instructional aides	\$109,395.00	No
1.2	Haggery and GLAD Professional Development and	Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, SIPPS Professional Development and SCUSD trainings on ELD.	\$31,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Instructional Program for EL's (LCFF EL)			
1.3	Progress Monitoring ELD Strategies and Supports	Progress Monitoring on ELD Strategies and Supports to English Language Learners to Increase levels in ELPAC and reclassify to English. GLAD Training. This includes all teachers trained in GLAD strategies to provide additional ELD intervention to EL students, coordinate reclassification, coordinate ELPAC administration, follow-up on designated EL scholars, and demonstrate effective ELD strategies for scholars and support parents.	\$359,000.00	Yes
1.4	Provide training to all ELD parents, and increase EL parental involvement.	Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning. Increase EL parent involvement in education by removing barriers to participation (e.g., translation, interpretation, childcare, etc.)	\$2,500.00	Yes
1.5	Resource Teacher	Hire a resource teacher to serve the EL population with push in and out.	\$200,000.00	Yes
1.6	2 Bilingual aids	Hire 2 bilingual aids to support resource teacher to serve the EL population with push in and out.	\$0.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

For 22-23, we have hired Amelia Villanueva as the ELD teacher, and two aids. We have held monthly ELAC meetings, and have made the following findings:

1. 6 scholars are RFEP out
2. we have tested Kinder levels for initial ELPAC and are currently (February/March) testing for the ELAC scores, with 3 more initial ELPAC.
3. We have provided PD around phonemic awareness using the Haggerty Model with ELD strategies.

4. Parent trainings on Infinite Campus Portal, ELPAC, and reclassification with guest speakers.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

An explanation of how effective the specific actions were in making progress toward the goal.

The actions listed above have proved to be very effective. With our 22-23 ELPAC data every EL went up a level, and we have 9 scholars the will be RFEP'd out. for the upcoming school year. This is due to a systematic model of instruction, communication to parents on ELD strategies, regular meetings, and training whole staff on the Lexia and Haggery models, and collaboration with SCUSD.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

All of EL's went up a band. We did this by cultivating relationships and be culturally responsive to their needs, Teach language skills across the curriculum. English language learners should not be learning the fundamentals of English in isolation; they should be applying their developing language skills to rich academic content in all subjects. We put an emphasis productive language. That productive language skills—hard-to-master dimensions of language fluency like speaking and writing—should be front and center from day one, even if students feel hesitant about them. Beginning ELLs often develop receptive language skills like listening and reading first. Educators who are unaware of the typical path to fluency may believe that students who can follow verbal or written directions will be able to produce oral or written language, Differentiate and use test taking strategies—with Multiple Modalities, and use technology to help learn with language adaption.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	<p>There is a need to create an organizational culture that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We will increase the sense of community pride on campus.</p> <ol style="list-style-type: none"> 1. All students will be provided access to a responsive school community as well as case- management, mental-health services, with particular attention paid to African American and Hispanic/Latino students and families. 2. There is a need for highly trained teachers to support the charter and getting every child to grade level readiness and support social-emotional growth within the charter's tenets and agricultural focus in science that supports children of color, cultural and language diversity to be ready for the 21st Century college and careers in science. Agriculture is shifting from rural to urban areas in the United States. By providing an educational program unique to NJB, such as the school and community farm, bio-diversity environments, 4-H programs and other science agricultural programs such as sustainability, we are closing the gap in achievement, promoting critical thinking and learning, and providing more hands on, inclusionary programs in science to engage our scholars. 3. Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate. 4. Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity 5. Provide training to staff regarding race and poverty, vocabulary, and attendance.

An explanation of why the LEA has developed this goal.

In looking at our goal "There is a need to have highly trained teachers in body brain compatible learning, Leader In Me and culturally responsive teaching and learning to address the learning gaps in African-American and Hispanic students, by creating a school-wide culture that is inclusionary in practices, through our data collection", NJB noticed that the gap for our African American and Hispanic students cuts across academics, attendance, and behavior data. We recognize that a root cause is likely our school climate and the way our African American and Hispanic students and families are experiencing school in general. We are committed to addressing this issue through efforts to improve our overall school climate, but also focusing efforts specifically to improve relationships with African American and Hispanic students and families. While much of the needs assessment/baseline used Dashboard data, the dashboard has been eliminated for this school year. Some metrics will have to move to local data.

We see a consistent discrepancy across different types of data (academics, attendance, and behavior), showing that our African American students are not benefiting from our school services in the same way as other demographic groups in our unique agricultural programs.

African American children who go to school without a sound foundation of school-type information are at a profound disadvantage, making the achievement gap inevitable at school entry—but not insurmountable. For example, children from lower income families hear fewer words and have smaller vocabularies, on average, than children from more financially advantaged families (Hart & Risley 1995). This disadvantages African American children, since a larger proportion of them are poorer than White children. While a smaller vocabulary may not be a linguistic problem (the children have a language, just not Standard English), it does mean a child is likely to have trouble with listening comprehension in the early grades, especially when teachers read aloud complex texts that use Standard and academic English vocabulary. What starts out as simply a disparity in vocabulary escalates over the elementary grades to difficulty with reading comprehension, on which all later learning depends. Struggling with reading may also become a social challenge, leading to misbehavior and a lack of motivation to try (often fueled by embarrassment at being behind one’s peers). Therefore, it is essential to address the vocabulary difference before it morphs into school failure.

Exposure to poverty and prejudice are not uniform across the African American population; not all African Americans are poor or failing in school. Yet disproportionately their achievement and life circumstances are constrained by race and class. Almost every aspect of life at every income level is affected—housing, employment, health care, education, and social acceptance—all of which have long- and short-term implications for school achievement (Pager & Shepherd 2008; Reardon 2015). The systemic challenges of the Black experience continue today for parents and children (W.K. Kellogg Foundation 2014). Poverty and racism, past and present, compromise the ability of many poor and minority families—especially African American families—to provide the secure base young children need (Grusky, Varner, & Mattingly 2015). The ultimate solution to the education gap is the elimination of race and class prejudice and oppression. In the meantime, creating an ultra-supportive environment appears to be the best—perhaps the only—chance for children from challenging backgrounds to be successful in school and in life (Robert Wood Johnson Foundation 2016). This means providing supports for families and education for children, and promoting understanding among teachers and administrators.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Chronic Absenteeism - Whole Site	10.2% year 2020-2021	Due too COVID and unforeseen cases, our absenteeism went up to 52%.	8.2 % year 2022-23		6%
School Climate Survey Data positive responses - Whole site	83% year 2020-2021	School Climate was positive, however we saw cases of trauma in families, and other pandemic issues that have engaged in NJB to look at restorative	87% on Kelvin Survey		97%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		justice and trauma in scholars.			
Chronic Absenteeism - African American Students	23.5% year 2020-2021	Due too COVID and unforeseen cases, our absenteeism went up to 60%.	17.4% year 2022-23		10%
Provide Trainings through Black Parallel School Board, And Dr. Sarroky Hollie on closing the achievement gap in AA Students.		n/a	n/a		To have a better understanding of race, povery, and culture of AA students at NJB.
Adding a counselor to address the gaps and social emotional needs of AA Students.		n/a	n/a		Will hire for in Spring 23

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering	Train teachers on culturally responsive teaching and learning, race and gender bias, and understanding and changing systems. If we provide consistent school communication and highly trained staffing focused on removing barriers to school success, students and families will have a stronger sense of belonging at school which will lead to increases in attendance and achievement.		Yes

Action #	Title	Description	Total Funds	Contributing
	school culture and climate.			
2.2	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs, in delivering the tenets of the charter's program and closing the achievement gap in AA and H/L students. All teachers are to be progress monitored and coached in charter.	\$1,105,007.00	Yes
2.3	Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity	Train SC members on inclusionary practices and understanding biases and racism. Provide Culturally Resposive Training to SC and parents, with follow-up Weeklong institute for Charter Leadership.	\$12,000.00	Yes
2.4	There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every	Reduce class sizes in TK,K-6 to 24 to 1 in order to develop meaningful relationships, provide more targeted instructional time for students working below grade-level. Differentiated model to include academic tutoring, small group instruction, computer adaptive programs such as I-Ready, and collecting meaningful data to spiral in the standards. Offered to all students, but targeted at low income students, African-American,Hispanic/Latino, and EL's. (I-Ready, 16,000 Title Funds to be used) the remaining funds are used to support class size reduction.	\$39,600.00	Yes

Action #	Title	Description	Total Funds	Contributing
	scholar at grade level readiness.			
2.5	There is a need for a counselor to address trauma, reinforce education, prevention, early identification and intervention, elementary school counselors help their students achieve academic success, develop an understanding of career opportunities and develop social/ emotional skills in response to issues they face.	Have counselor to address trauma, reinforce education, prevention, early identification and intervention, elementary school counselors help their students achieve academic success, develop an understanding of career opportunities and develop social/ emotional skills in response to issues they face.	\$137,600.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

We created an organizational culture (and still need) that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We increased the sense of community pride on campus.

1. All students will be provided access to a responsive school community as well as case- management, mental-health services, with particular attention paid to African American and Hispanic/Latino students and families.
2. There is a need for highly trained teachers to support the charter and getting every child to grade level readiness and support social-emotional growth within the charter's tenets and agricultural focus in science that supports children of color, cultural and language diversity to be ready for the 21st Century college and careers in science. Agriculture is shifting from rural to urban areas in the United States. By providing an educational program unique to NJB, such as the school and community farm, bio-diversity environments, 4-H programs and other science agricultural programs such as sustainability, we are closing the gap in achievement, promoting critical thinking and learning, and providing more hands on, inclusionary programs in science to engage our scholars.

3. Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.
4. Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity
5. Provide training to staff regarding race and poverty, vocabulary, and attendance.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

none

An explanation of how effective the specific actions were in making progress toward the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Increasing the percentage of scholars demonstrating: a) Mastery of state standards; b) college and career orientation; c) knowledge of how American democratic institutions work; and democracy for all in our world.

An explanation of why the LEA has developed this goal.

in our charter, the significance of the Gettysburg Address (and 8th grade standard) and democracy is the very center of NJB’s mission in developing citizens to be proactive in democracy, by creating a community charter and school of excellence that is truly for the people, by the people. In that we use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics, Go Math, Benchmark I-ready, and ESGI software to support data capture and analysis of student work. We will continue working with a Multi-tier system (MTSS) and improvement science utilized to measure academic growth in 2022-23.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready	A pre-test shows overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study. year 2020-2021	Continued with development of overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.	A pre-test shows overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study. year 2022-23.		All students will have depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth					
Use the CCI beta tool and SBAC Summative to measure grade level readiness in ELA	NJB has identified a need to address literacy and reading skills in grades 4th-6th. Overall 4th-6th grade performance on reading comprehension skills: 45.09% (62 scholars out of 159) are not meeting Reading Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card. year 2020-2021	Due to pandemic and learning loss, Overall 4th-6th grade performance on reading comprehension skills: 45.09% (76 scholars out of 159) are not meeting Reading Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.	No data yet, waiting on SBAC results.		Increase percent of 4th-6th grade students who are on grade level on-track in ELA (reading) in understanding genre specific text from 42.6% to 80% as measured on the CCI tool EOY and SBAC administered in May 2023.
Use the CCI beta tool and district common assessments/benchmarks to measure grade level readiness in ELA. Will be used in	NJB has identified a need to address early literacy and foundational reading skills in grades K-3rd.	Due to pandemic and learning loss, 62.04% (78 scholars out of 157 Kinder- 3rd grades are not meeting Foundational	NJB still identified a need to address early literacy and foundational reading skills in grades K-3rd.		Increase percent of K-3rd grade students who are on grade level on-track in ELA (reading) in foundational reading

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
the afterschool Enhanced Learning and Enrichment programs.	Overall 3rd grade performance on Foundational Skills: 41.03% (53 scholars out of 165) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card. year 2020-2021	Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.	Overall 3rd grade performance on Foundational Skills: 37.03% (47 scholars out of 165) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card. year 2022-23		skills from 41.03% to 80% as measured on the district common assessments, CCI tool EOY, and SBAC 3rd grade administered in May 2023.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI	Under the above mentioned the funding listed below will support training, conferences and professional development in these area: Highly Effective Teaching and Learning with Kovalik Associates, Agricultural Conference at Soil Born and Urbano Farms, 4-H Academy at UC Davis, and SCUSD trainings for academic and social-emotional needs. These programs support EL's and low-income students to provide career and college of choice opportunities and pathways, 21st century skills for jobs that are not even yet created or conceptualized.	\$87,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.			
3.2	School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community.	School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community. Following the UBD approach.	\$21,846.00	Yes
3.3	Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights.	School will have College Fridays each month for awareness. Each scholar will create a Leadership Notebook and use the Leader in Me program to support academics and social-emotional growth within the 7 Habits. Each scholar will develop a project based in science and agriculture in our college and career readiness day.	\$26,562.00	Yes
3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page	Provide Instructional support and curriculum, texts, being there experiences for grades K-6 on agricultural and cultural projects that aligns to the charter mission and supports EL's and all learners. CLOSE Analytical training for teachers to implement with enriched text dependent questions and thematic units will expand and promote English proficiency in our EL scholars in all ELD standards. Continue with Academic Olympic challenge to support middle school readiness.	\$30,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	paper explaining the importance and meaning of Lincoln's words. (6th grade students)			

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

We did not address the Gettysburg address as it is an 8th grade state standard, instead we cover the importance of it Democracy is covered in every grade through our LIFESKILLS and

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Increasing the percentage of scholars demonstrating:
a) Mastery of state standards;
b) college and career orientation;
c) knowledge of how American democratic institutions work; and democracy for all in our world.

An explanation of how effective the specific actions were in making progress toward the goal.

We applied all aspects of the charter towards this goal. We got agriculture up and running from the hit of the pandemic, and expect it to be on full force 23-24.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For the 23-24 year we have added agriculture and body brain learning by planning new units of study, MTSS Data Studies, Every class will have a democracy community project in place for 23-24. We had a successful college and career day in Feb 23 and is on te calendar for 24.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Improve attendance and engagement in learning. Hire an attendance clerk and form attendance committee team to support outreach and engagement to families in need. Address operational needs to mitigate learning loss and ensure a safe learning environment.

An explanation of why the LEA has developed this goal.

In the Spring of 2020, distance learning attendance and engagement was much lower than in- person instruction. There is a need for hot spots and technology needs for families that cannot access learning. Based on experience in Jump start to Spring of 2022, many students did not progress academically and many families struggles to engage meaningfully in the academic work. Additionally, the district's return to health plan outlines an increased need for custodial services, we had problems with staffing and substitutes for the year 2021-22 due to Covid and personnel. There is also a need to continue developing our office staff and provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
COVID-19 Attendance	Spring 2020 - 89% attendance	Spring 2021 - 62% attendance	Spring attendance improved by 93% attendance.		23-24 school year 98% attendance
COVID-19 Attendance and Engagement	COVID-19 Attendance and Engagement strategies and procedures.	COVID-19 Attendance and Engagement procedures in place. Continue to monitor the changing scope of the pandemic.	COVID-19 Attendance and Engagement strategies and procedures		20-21 - 95% engagement in distance learning

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities. Provide adequate technology for teachers to teach at home and students to engage in learning at home. Tools and programs such as Standards Plus, I-ready computer adaptive learning programs, Class Dojo and other programs promote and support distance learning and grade level readiness. Hot spots for low income scholars in need that cannot access curriculum and instruction.(Title I-funds of 4,000 will be used for the hot spots)	\$8,000.00	Yes
4.2	Launch Parent Academy	There is a need to inform and support parents with remote learning tools to improve academics, social emotional growth, attendance and engagement. A parent academy will be created to support families with tools.	\$3,000.00	Yes
4.3	Maintain Attendance Clerk and office Manager	Maintain and train Attendance Clerk and Office manager	\$79,050.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

n/a

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

n/a

An explanation of how effective the specific actions were in making progress toward the goal.

provided a Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provided supplies to students for at-home learning activities. Provided adequate technology for teachers to teach in classrooms and students to engage in learning both school and at

home. Tools and programs such as Standards Plus, I-ready computer adaptive learning programs, Class Dojo and other programs promote and support distance learning and grade level readiness. Hot spots for low income scholars in need that cannot access curriculum and instruction.(Title I-funds of 4,000 will be used for the hot spots)

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We have hired a counselor for 23-24 year to help with SEL and trauma.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	Children with special needs Certainly some children have developmental issues that may require different teaching strategies because of biological differences (such as having Autism or because of life experiences (such as living with toxic stress) or both. They need teachers with special skills to recognize and meet their needs. Other children—the vast majority—are typically developing and need a genuine opportunity to learn the foundational skills and knowledge expected by schools. During the preschool years, children need to be assessed for biological and social difficulties, with interventions provided as needed. However, all children—whether they have special needs or not—need to be fully engaged so they become enthusiastic learners of their schools’ curricula.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Hire a full RSP teacher 1.0 with training of Special Needs under the SELPA act, scheduling with IEP minutes, understanding and educating those that have Sp ed children at home and in class.	Training and hiring of teacher	Hired an intern teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in. Left to other job assignment.	Hired a teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in.		Maintained a teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	Hire a full RSP teacher 1.0 with training of Special Needs under the SELPA act, scheduling with IEP minutes, understanding and educating those that have Sp ed children at home and in class.		\$6,100.00	

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As a special education teacher, you have to develop your own curriculum for your students, but you also need to know the general education curriculum so you can work with your students to help them with their regular classes. Collaborating with other teachers can be very difficult, especially if they do not understand the challenges of special education. Many special needs students have special schedules for their school day depending on which classes they are able to take and taking into account their needs for additional services like occupational or speech therapy. Every special needs child needs an Individual Education Plan (or IEP) and each one can easily reach 10 to 20 pages long. Not only do these plans take time to develop, but there is a lot of documentation that needs to take place. This is all on top of your regular teaching duties which include curriculum planning, progress reports, lesson planning, and more.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

n/a

An explanation of how effective the specific actions were in making progress toward the goal.

We increased to SP ED for the 23-24 .30 to the .70 to make one full FTE position.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Monitor through MTSS and CDE all data from the SELPA and data collected from Speech and RSP teachers for metrics that are meeting the needs of all SPECIAL ED.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$589,300.00	\$389,362

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
151.35%	0.00%	\$0.00	151.35%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

There are several actions that are being implemented at in JB that are increasing or improving services for unduplicated students. The explanation below includes discussion of outcome data and implementational results.

In JB has identified the use of funds to provide academic interventions across all subgroups, however there has been a significant considerations for English learners. EL students are identified at 65.3 points below the standard and ELA as compared two English only students being at 43% below standard. Our focus on reading across the curriculum and writing have targeted interventions for students and into increased the points toward standard as well as increase student achievement in all subjects.

In JB is maintaining the use of funds reduce class sizes are all grades K– Six and to provide targeted instruction in the form of additional staffing period class size reduction(maintaining class size at twenty-four to 1 in grades K-6) allows the school to maintain programs above and beyond what would possibly be possible with base funding alone. Given that the broad nature of this action is difficult to attribute to any specific causal relationship or correlation to the specific improvement of other outcomes. There is a community interest in maintaining the breath and depth of program offerings. In the schools consideration of budget proposals during the 2021 school year, stakeholders emphasize importance of maintaining current program offerings that enable the school to meet a range of student and family needs an interest.

NJB has allocated funding towards improving. Relationships at school, the need for the supports as evidenced by chronic absenteeism rates rising 2.4%. Higher rates were observed for socially and economically disadvantaged students increasing to 2.1%. During distance-learning the gap was widened as significant gap has emerged for socially economic disadvantage students. In addition we see it just proportion and suspension rates of our English learners increasing to 1.5%. The funds allocated to improve peer relationships Will all serve as a means to lower these rates.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Overall services to foster youth, English learners and low income students are being increased to improve the range of actions that include focusing only on one or more unduplicated student groups. Actions that are funded by multiple resources with one or more consequences components focus on the needs of under the case students, and actions that funded only/primarily by LCFF funds and implemented broadly, with the expectation that the implementation is principally benefiting unduplicated students.

The actions and services described in the plans that are being provided as an increase or improvement to unduplicated students include:

- -class size reduction
- -Parent involvement
- -building stronger relationships with all stakeholders
- -Academic interventions in ELA and mathematics
- -Reading intervention and writing

Of the actions described within this plan, several our are services that are provided only or primarily to;

- -English language instruction in access to core content
- -provide translation to increase parent involvement in education and in the school

Actions described in this plan that are funded by multiple sources and half components with a particular focus on increasing and improving services for an duplicated peoples include;

- -Academic interventions in ELA and mathematics
- -encourage parental involvement

Actions that are funded only /primarily by LCFF at funding, are being implemented on a broad basis, and are intended to principally benefit unduplicated students include the following. Detail descriptions of these actions have been provided in the previous section.

- --class size reduction
- --encourage reading and writing across the curriculum
- --building stronger. Relationships through leader in me and life skills

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Additional Concentration grant . NJB is a Single school LEA.
 How we use money: NJB has allocated funding towards improving. Relationships at school, the need for the supports as evidenced by chronic absenteeism rates rising 2.4%. Higher rates were observed for socially and economically disadvantaged students increasing to 2.1%. During distance-learning the gap was widened as significant gap has emerged for socially economic disadvantage students. In addition we see it just proportion and suspension rates of our English learners increasing to 1.5%. The funds allocated to improve peer relationships Will all serve as a means to lower these rates.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	40	
Staff-to-student ratio of certificated staff providing direct services to students	40	

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$2,035,064.00	\$143,700.00		\$78,896.00	\$2,257,660.00	\$1,971,852.00	\$285,808.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Monitor and implement ELA/EL and Math Curriculum (Supplimental)Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)	All	\$109,395.00				\$109,395.00
1	1.2	Haggery and GLAD Professional Development and Instructional Program for EL's (LCFF EL)	English Learners	\$31,000.00				\$31,000.00
1	1.3	Progress Montoring ELD Strategies and Supports	English Learners Low Income	\$359,000.00				\$359,000.00
1	1.4	Provide training to all ELD parents, and increase EL parental invovement.	English Learners	\$2,500.00				\$2,500.00
1	1.5	Resource Teacher	English Learners Low Income	\$200,000.00				\$200,000.00
1	1.6	2 Bilingual aids	English Learners	\$0.00				\$0.00
2	2.1	Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences.	English Learners Foster Youth Low Income					

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.						
2	2.2	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.	English Learners Foster Youth Low Income	\$1,105,007.00				\$1,105,007.00
2	2.3	Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity	English Learners Foster Youth Low Income	\$12,000.00				\$12,000.00
2	2.4	There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every scholar at grade level readiness.	English Learners Foster Youth Low Income	\$23,600.00			\$16,000.00	\$39,600.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.5	There is a need for a counselor to address trauma, reinforce education, prevention, early identification and intervention, elementary school counselors help their students achieve academic success, develop an understanding of career opportunities and develop social/emotional skills in response to issues they face.	English Learners Foster Youth Low Income		\$137,600.00			\$137,600.00
3	3.1	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.	English Learners Foster Youth Low Income	\$58,000.00			\$29,000.00	\$87,000.00
3	3.2	School-wide Units of Study that are focused on agricultural and civic themes that have a	English Learners Foster Youth Low Income	\$8,000.00			\$13,846.00	\$21,846.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		social action project to serve our charter mission of being caretakers of the community.						
3	3.3	Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights.	English Learners Foster Youth Low Income	\$26,562.00				\$26,562.00
3	3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of Lincoln's words. (6th grade students)	English Learners Foster Youth Low Income	\$30,000.00				\$30,000.00
4	4.1	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.	English Learners Foster Youth Low Income	\$4,000.00			\$4,000.00	\$8,000.00
4	4.2	Launch Parent Academy	English Learners Foster Youth Low Income	\$3,000.00				\$3,000.00
4	4.3	Maintain Attendance Clerk and office Manager	All	\$63,000.00			\$16,050.00	\$79,050.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
5	5.1	Hire a full RSP teacher 1.0 with training of Special Needs under the SELPA act, scheduling with IEP minutes, understanding and educating those that have Sp ed children at home and in class.			\$6,100.00			\$6,100.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$389,362	\$589,300.00	151.35%	0.00%	151.35%	\$1,862,669.00	0.00%	478.39 %	Total:	\$1,862,669.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$592,500.00
								Schoolwide Total:	\$1,270,169.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Haggery and GLAD Professional Development and Instructional Program for EL's (LCFF EL)	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: NJBCC K-6	\$31,000.00	
1	1.3	Progress Monitoring ELD Strategies and Supports	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	Specific Schools: NJBCC K-6	\$359,000.00	
1	1.4	Provide training to all ELD parents, and increase EL parental involvement.	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: NJBCC K-6	\$2,500.00	
1	1.5	Resource Teacher	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	Specific Schools: NJBCC K-6	\$200,000.00	
1	1.6	2 Bilingual aids	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: NJBCC K-6	\$0.00	
2	2.1	Continue participation in the Parent Teacher Home Visit Program, and implement	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC K-6		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.						
2	2.2	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC K-6	\$1,105,007.00	
2	2.3	Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$12,000.00	
2	2.4	There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every scholar at grade level readiness.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC TK-6	\$23,600.00	
2	2.5	There is a need for a counselor to address trauma, reinforce education, prevention, early identification and	Yes	Schoolwide	English Learners Foster Youth Low Income			

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		intervention, elementary school counselors help their students achieve academic success, develop an understanding of career opportunities and develop social/ emotional skills in response to issues they face.						
3	3.1	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$58,000.00	
3	3.2	School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$8,000.00	
3	3.3	Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$26,562.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		during Celebrations of Learning Nights.						
3	3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of Lincoln's words. (6th grade students)	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$30,000.00	
4	4.1	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$4,000.00	
4	4.2	Launch Parent Academy	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: NJBCC	\$3,000.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$827,141.00	\$485,298.51

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Monitor and implement ELA/EL and Math Curriculum (Supplimental)Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)	No	\$56,000.00	54,206
1	1.2	SIPPS and GLAD Professional Development and Instructional Program for EL's (LCFF EL)	Yes	\$31,000.00	0
1	1.3	Progress Montoring ELD Strategies and Supports	Yes	\$59,000.00	50,405.71
1	1.4	Provide training to all ELD parents, and increase EL parental invovement.	Yes	\$2,500.00	2,500.00
1	1.5	Resource Teacher	Yes	\$200,000.00	128,451.80
1	1.6	2 Bilingual aids	Yes	\$28,992.00	0
2	2.1	Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.	Yes		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.	Yes	\$113,591.00	113,591
2	2.3	Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity	Yes	\$12,000.00	4,500
2	2.4	There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every scholar at grade level readiness.	Yes	\$39,600.00	39,600
3	3.1	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.	Yes	\$116,000.00	0
3	3.2	School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community.	Yes	\$21,846.00	0
3	3.3	Surveys and scholar portfolio to show college and career readiness	Yes	\$26,562.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
		using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights.			
3	3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of Lincoln's words. (6th grade students)	Yes	\$30,000.00	0
4	4.1	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.	Yes	\$8,000.00	0
4	4.2	Launch Parent Academy	Yes	\$3,000.00	0
4	4.3	Maintain Attendance Clerk and office Manager	No	\$79,050.00	92,044

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$629,245.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	SIPPS and GLAD Professional Development and Instructional Program for EL's (LCFF EL)	Yes	\$31,000.00			
1	1.3	Progress Monitoring ELD Strategies and Supports	Yes	\$59,000.00			
1	1.4	Provide training to all ELD parents, and increase EL parental involvement.	Yes	\$2,500.00			
1	1.5	Resource Teacher	Yes	\$200,000.00			
1	1.6	2 Bilingual aids	Yes	\$28,992.00			
2	2.1	Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.	Yes				
2	2.2	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science	Yes	\$113,591.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
		program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.					
2	2.3	Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity	Yes	\$12,000.00			
2	2.4	There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every scholar at grade level readiness.	Yes	\$23,600.00			
3	3.1	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.	Yes	\$87,000.00			
3	3.2	School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve	Yes	\$8,000.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
		our charter mission of being caretakers of the community.					
3	3.3	Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights.	Yes	\$26,562.00			
3	3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of Lincoln's words. (6th grade students)	Yes	\$30,000.00			
4	4.1	Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.	Yes	\$4,000.00			
4	4.2	Launch Parent Academy	Yes	\$3,000.00			

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$63,000.00		0.00	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

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

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in EC Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Sacramento City Unified School District

CDS Code: 34-67439-0101881

School Year: 2023-24

LEA contact information:

Jessica Martin

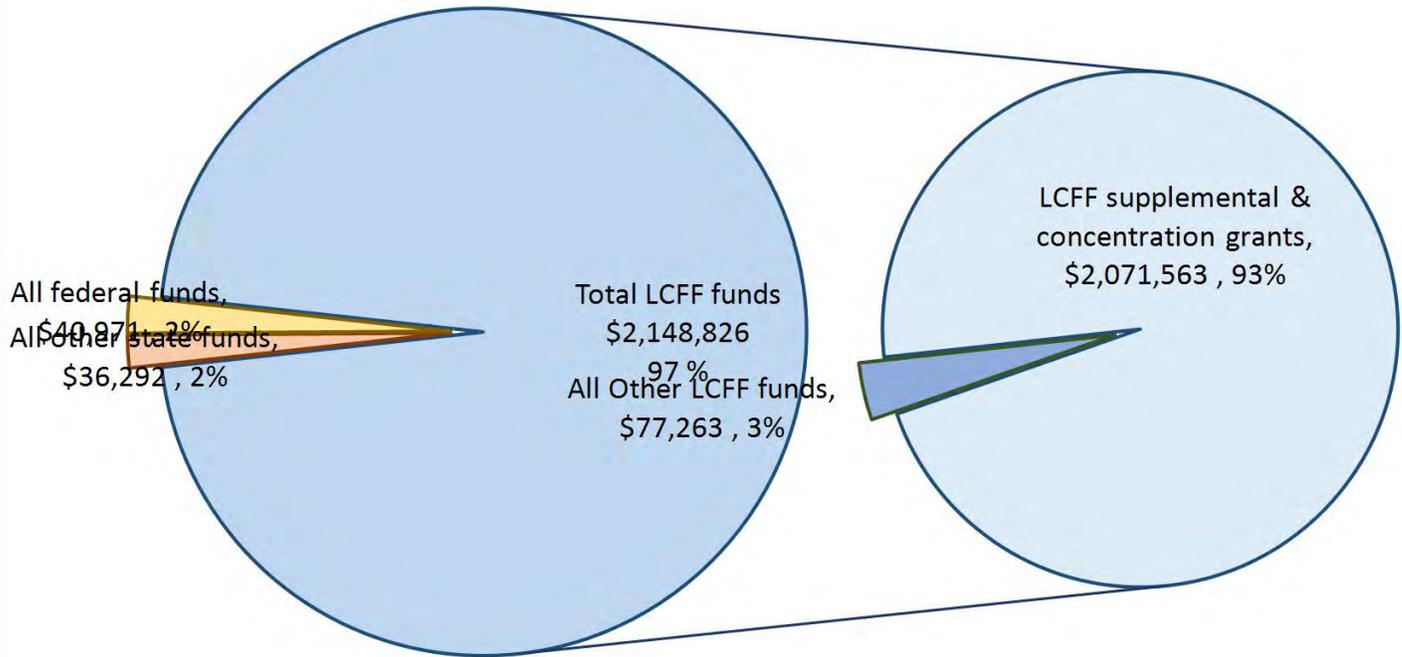
Principal

916 395 5254

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

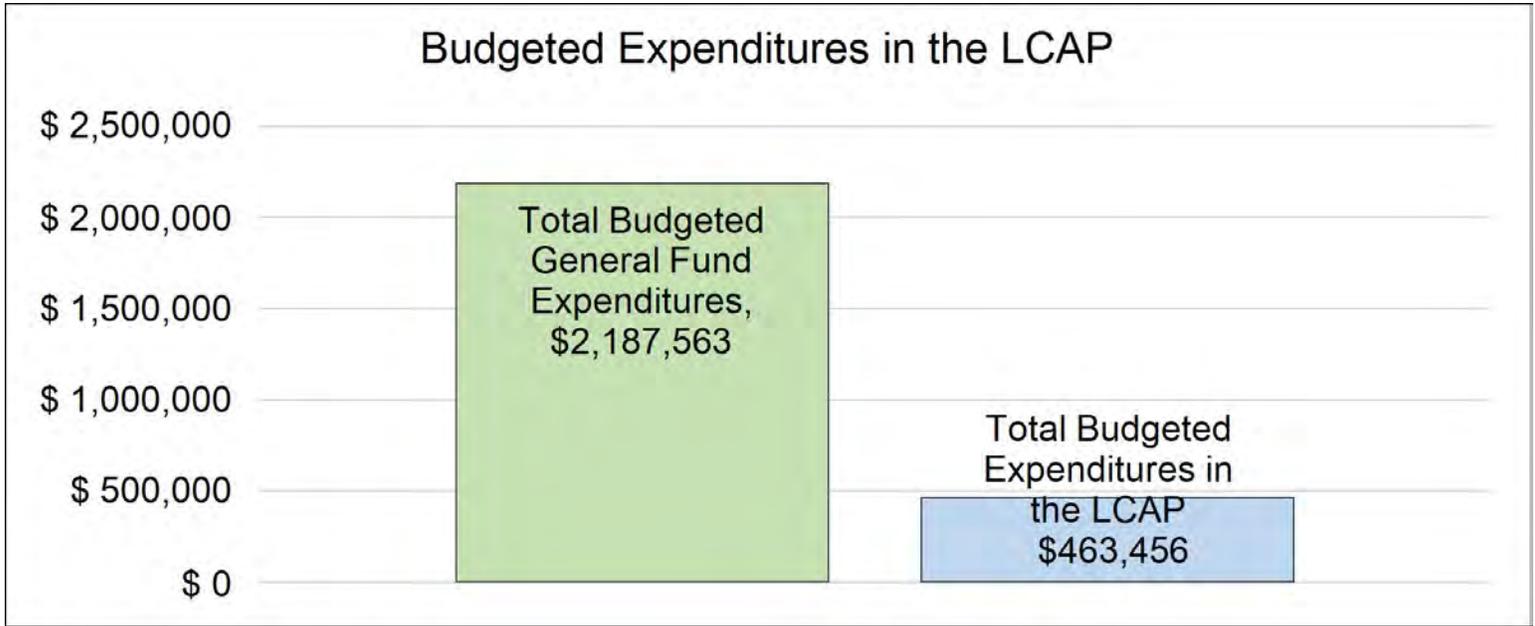


This chart shows the total general purpose revenue Sacramento City Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Sacramento City Unified School District is \$2,226,089, of which \$2148826 is Local Control Funding Formula (LCFF), \$36292 is other state funds, \$0 is local funds, and \$40971 is federal funds. Of the \$2148826 in LCFF Funds, \$2071563 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Sacramento City Unified School District plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

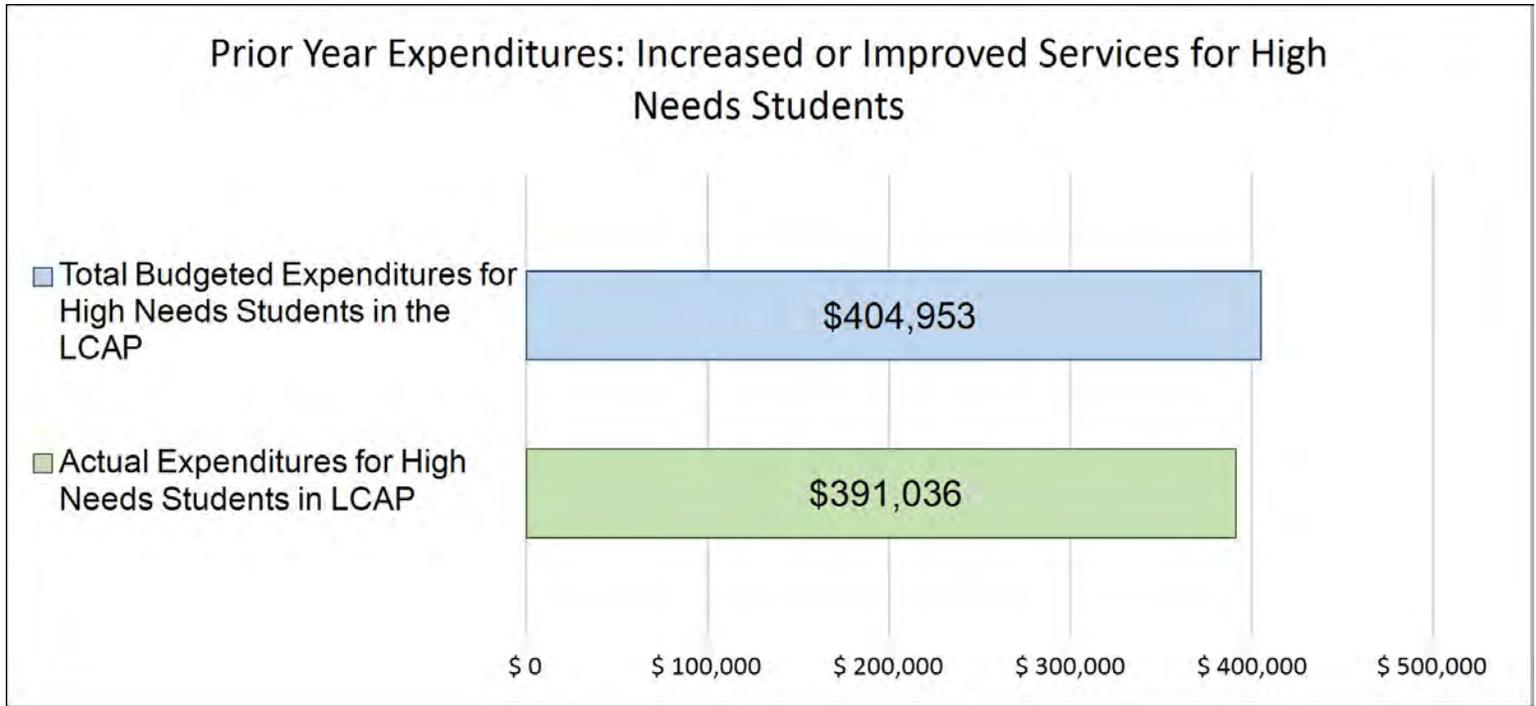
The text description of the above chart is as follows: Sacramento City Unified School District plans to spend \$2187563.49 for the 2023-24 school year. Of that amount, \$463456 is tied to actions/services in the LCAP and \$1,724,107.4,900,000,002 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Sacramento City Unified School District is projecting it will receive \$2071563 based on the enrollment of foster youth, English learner, and low-income students. Sacramento City Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Sacramento City Unified School District plans to spend \$404953 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Sacramento City Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Sacramento City Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Sacramento City Unified School District's LCAP budgeted \$404953 for planned actions to increase or improve services for high needs students. Sacramento City Unified School District actually spent \$391036 for actions to increase or improve services for high needs students in 2022-23.



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jessica Martin Principal	jessica-martin@scusd.edu 916 395 5254

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Sacramento New Technology High School (SNTHS), a “dependent” charter, is a small, safe, college preparatory, innovative high school based upon a very successful national model of project based learning associated with the NewTech Network (NTN) schools across the country and around the globe. SNTHS uses Project Based Learning as its primary method of curriculum delivery and technology as a primary teaching and learning model. Project Based Learning or “PBL” is where learning is contextual, creative and shared. Students collaborate on meaningful projects that require critical thinking, creativity, and communication in order for them to answer challenging driving questions or solve complex problems. By making learning relevant to them in this way, students see a purpose for mastering state-required skills and content concepts. This is a challenging and exciting approach to learning that will better prepare students for college and careers in the 21st Century. All New Tech graduates will be proficient in the Sacramento New Technology Five Learning Outcomes: Knowledge and Thinking, Agency, Collaboration, Written Communication and Oral Communication. New Tech’s vision is to support the unique needs of every student in an environment where they can feel safe and experience academic success. New Technology student’s complete additional graduation requirements: 260 credits, 12 college units, Defense of Learning (DOL) Presentations, community service, and an Internship.

Sacramento New Technology High School was founded, developed and continues to be governed by highly-qualified and vision-aligned educators and community leaders. The entire staff shares the explicit belief that all students, regardless of socio-economic background, can learn and should have access to a high quality public high school education. Our school community works with the greater community to support student-centered learning which enables New Tech to offer a challenging college preparatory education for all students in the greater Sacramento Metropolitan area. At full implementation, New Tech is a small (9-12) high school with 200-300 students. The School is located on a District property and does not project any facilities needs at this time.

Sacramento City Unified School District is a forward thinking district that chooses to offer a broad range of secondary educational environments and opportunities to a diverse population of students. Sacramento New Technology High School is a school that has proven to help SCUSD fill this need by preparing and graduating high percentages of students who are College and Career Ready. Furthermore, New Tech students are enrolling and persisting in two and four-year schools at an extraordinary rate. New Tech offers students interested in a small, safe, and academically challenging and supportive environment a place to engage, learn and achieve.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

This year, SNTHS found success in the way they built their Master Schedule and through a change in the bell schedule. SNTHS added 3 new electives to their course selection for upper class students (10th-12th grade). The 3 courses are Journalism, Theater I, and Forensics and Debate. All three of these elective courses were designed to support students in achieving proficiency and/or mastery in the school's five learning outcomes. Journalism was specifically designed to support the learning outcome rubrics for written communication, collaboration, and agency. Theater I was added to support the learning outcome rubrics for oral communication and collaboration. Theater was also added to provide students with an additional option to complete their VAPA graduation requirement. Lastly, Forensics and Debate was added to support our 12th grade students in the learning outcome rubrics for oral communication, agency, and written communication. This course was also intended to support our 12th graders in the development and presentation of their senior DOL's.

Through grant funding, SNTHS was also able to continue to increase the counselor position from a .5 to a .8. This allows the counselor to provide intensive support to ALL of SNTHS's students through college and career counseling and SEL lessons in the advisory classes.

From the 10 teaching staff members, New Tech was able to retain 9 for this school year. The consistency in teaching staff allowed for a continued positive school culture and climate.

The change in the Bell Schedule included adding DOL Week. Defense of Learning or DOL presentations is an intensive, high stakes graduation requirement that students must meet in both the 10th and 12th grade years. Due to several changes in school leadership from 2017-2020 and the COVID-19 Pandemic, the school struggled with maintaining its DOL graduation requirement for all students. Since the current principal starting in August of 2020, the staff have been working to rebuild the DOL Program that truly allows students to use their

projects and learning from their high school experience and defend that learning through a formal presentation. During DOL Week, students attended their regularly scheduled courses for half of the day. After classes ended, Teachers, Students in the 9th and 11th grade, and professional members of the community formed panels. Students in the 10th and 12th grade were scheduled to provide a 15 minute presentation where they shared personal stories, project reflections using the learning outcome rubrics, and tying that to their career and future aspirations. Presenters were required to have an accompanying visual slide demonstration. After each presentation, the panel was able to ask the presenter clarifying questions before issuing a pass or fail grade. Students who did not pass the DOL were required to take their feedback, make adjustments to their presentation and then present to another panel on a different day.

100% of the 12th grade students passed the DOL (91% passed on the first try with the remaining 9% passing on the second try).

65% of the 10th grade students passed the DOL on the first try.

This data is consistent with the expectation as SNTHS continues to build the DOL program, and teach and support students in all grade levels to be reflective and evaluative of their own learning. It is evident that the extra support the 12th graders received through the Forensics and Debate elective was beneficial to their success this year, especially given that they were not able to complete their 10th grade DOL due to the COVID-19 Pandemic and distance learning.

According to the California Data Dashboard for 2022 SNTHS's graduation rate is considered "high" (93% graduated, class of 39 students) with 94.6% of our socioeconomically students. This data reinforces the level of individual and intensive support that students receive at SNTHS in a small school environment.

SNTHS has also seen an increase in ELL students earning a 4 on their ELPAC. In 2020, 6.5% of ELL students who took the ELPAC, achieved a score of 4. In 2021, 0% of the students who took the ELPAC, achieved a score of 4 (55% received a score of 3). In 2022, 100% of the ELL students enrolled at SNTHS took the ELPAC and 17.6% achieved a score of 4. Research has shown that project-based learning methods support ELL student learning through authentic and relative inquiry and hands on learning through research, collaboration, and presentations. SNTHS expects to see an increase in ELL students achieving an overall score of 4 on the ELPAC in coming years as well as more ELL student being redesigned.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

In continuing with the review of our WASC Self-Study and reviewing our Visiting Committee's recommendations, the following areas continue to be areas identified as needs and improvements:

1. The Schoolwide Learning Outcomes need to be better aligned to the NTN Rubrics, Content Standards, and LCAP Goals so the school can measure the implementation of the SLO's in every content area.

2. The LCAP should include professional learning actions that support the implementation of the SLO's in every content area. The implementation of Tier I expectations in every classroom should be the primary consideration.
3. All staff need to work to better utilize PBL and NTN Assessment practices and rubrics.
4. Implement professional development opportunities for PBL assignments and strategies, ELL techniques, discussion strategies and, differentiation in instruction for significant subgroups.
5. Develop ways to increase rigor in curriculum and investigate the implementation of advanced courses.

According to the 2022 CAASPP scores in Math, SNTHS will continue to create supports for all students in the area of mathematics. SNTHS's Master Schedule continues to support math acquisition by extending Math I coupled with Math Support as a year-long course despite the school's block schedule. All SNTHS students are required to complete 4 years of math despite the district's requirement of 2 years or 3 years for A-G.

SNTHS will continue to focus on ensuring 100% of its students have an opportunity to complete one or both pathways prior to graduating.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

This LCAP will show the identification and recognized need for improvement in the areas of Mathematics, College and Career Readiness, and EL Student Achievement with an emphasis on a plan for students to meet proficiency in our 5 Learning Outcomes (Knowledge & Thinking, Agency, Collaborations, Written Communication, and Oral Communication). In Goal 1: Mathematic Achievement, actions that will be taken to improve mathematical achievement will include, all students in Math I, Math II, and Math III will take the district developed math benchmark assessments using the district assessment timeline. The assessment results will be analyzed by the administration and math department and planned, specific, target goals will be set and reviewed throughout each school year. Additional staff support will be provided to students in their math courses through instructional aids and special education push in supports. In Goal 2: ELL Achievement and Proficiency, along with extra support from additional staff, the certificated staff will continue to participate in professional development that targets the needs of EL students through Project-Based Learning and Universal Design for Instruction using the district's MTSS model to provide appropriate interventions to students based on individual student need. Goal 3 will focus on College and Career Readiness by creating a master schedule that allows 100% of the student body to complete one or more of the 2 CTE pathways (Computer Science/Media&Film Production). The administration and school counselor will maintain the school's graduation requirement of 100% of the students must take one or more college course at the community college through the Advanced Education Program. Guidance is provided to students every step of this process from registering and enrolling to requesting a transcript to submit to the high school upon completion of the course. Students and parents will also be training and informed on A-G requirements and students will be provided content that meets A-G in their content courses. In addition, this LCAP will emphasize the need for more parent support in the areas of ensuring they are connected to their student success through online services and data from Infinite Campus and Echo, and trainings for parents regarding the 5 learning outcomes so parents can be better partners in their student's success.

We believe that ALL students can set goals and meet those goals no matter what they are. At New Tech, we develop "round" students through our 5 Learning Outcomes. We specifically teach our student to sharpen their Knowledge & Thinking, have excellent Agency and self-advocacy skills, learn how to effectively Collaborate with others, learn how to effectively communicate in writing, and finally, learn how to be great oral communicators.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

At New Tech, educational partner engagement is at the forefront of any LCAP decision making process. Educational Partners are defined as parent, students, staff, and community members. Parent educational partners have the following opportunities to engage in the LCAP decision making processes:

1. Monthly meetings with the Principal in the Parent Power Hour
2. PTSA board and general meetings
3. School Site Council/ ELAC Meetings
4. Monthly School Newsletter
5. Weekly Phone and email announcements

Student educational partners have the following opportunities to engage in the LCAP decision making process:

1. Weekly ASB Meetings
2. Principal's Advisory Cabinet Meetings - held 2x per month
3. Daily Advisory Classes
4. Students can also attend all of the above meetings listed for parent educational partners

Staff educational partners have the following opportunities to engage in the LCAP decision making process:

1. Weekly Collaboration Meetings
2. One on one meeting with school administration
3. Weekly Staff Newsletter
4. Staff can also attend all of the above meeting listed for parent stakeholders

Community members have the following opportunities to engage in the LCAP decision making process:

1. School Site Council/ELAC Meetings
2. Neighborhood Association meetings (principal attends all surrounding area meetings)
3. Attendance at all school hosted community events

The LCAP development and review annually includes all of the above educational partners.

A summary of the feedback provided by specific educational partners.

SNTHS continues to share its LCAP plan with all educational partners through the engagement opportunities listed above. Specific feedback from educational partners has been positive and reinforcing.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

At the beginning of the 2022-23 school year, the LCAP was reviewed by all of the educational partner groups. School administration and staff responded to any questions educational partners had regarding the current goals, current progress, and action plans as written in the LCAP. Since SNTHS has a very tight budget and most of the categorical funds are used to fund staffing, very little decisions are made regarding how funding is used. The school and educational partners saw a continued need for additional counseling services, as it was deemed successful last year. Through discussions, it was decided that the school could use ELO funds to increase the School Counselor from .5 to .8 FTE as this would directly impact the school's ability to see progress on all 3 LCAP Goals. As a result of this decisions, we saw credible increases in our math achievement and our college and career metrics.

Goals and Actions

Goal

Goal #	Description
1	Increased achievement in mathematics

An explanation of why the LEA has developed this goal.

In May 2021, 10th and 11th grade students enrolled in Math II and Math III were given the end of year math assessment that was developed by the district. 68% of the students who took the test scored in the "Standard Not Met" range. Only 5% of the students who took the test scored in the "Standard Met" range. We know our students received math instruction via distance learning and in February of 2021 the full time math teacher resigned and the students had a substitute that did not have a math credential through the remainder of the school year.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Assessment Data	68% scored "Standard Not Met" - 5% scored "Standard Met"	CAASPP Assessment Results will not be available until Fall of 2022. Due to the Pandemic, Assessment results are not available for the previous year.	CAASSPP Assessment Scores for 2022 - 8% "Standard Met", 16% "Nearly Met", 76% "Not Met"		40% or more students will meet the Standard for math.
Number of D's and F's in Math I	50% of the students enrolled in Math I achieved a D or F	34% of students enrolled in Math I this year, received a D. Zero students received an F.	10% of the students enrolled in Math I this year, received a D. Zero students received an F.		10% or less of students enrolled in Math I will receive a D or F

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	All students will take the Math Benchmark Assessments	All New Tech students who are enrolled in Math I, Math II or Math III will take the SCUSD Benchmark Assessments in accordance with the districts assessment windows. The math department will analyze those assessments and create plans to increase achievement in math based on indicated student weaknesses.	\$0.00	No
1.2	After School Tutoring provided (Discontinued)	Students will receive after school tutoring from peer tutors and teachers, 1-2 days per week. - The school was unable to hire afterschool staff at the hourly rate due to staff not being interested in participating in this program.	\$0.00	No Yes
1.4	Instructional Assistant Support provided for EL and High Risk Students	2 part time instructional aides will be assigned to assist EL and High Risk Students in class and after school in Math achievement.	\$15,000.00	Yes
1.5	Increase Counselor Position from .5 to .8	Increasing the counselor position to a .8 will allow the school counselor to provide more intensive support and services to our ELL students. The school counselor will help track progress of EL students, communicate with parents through interventions and SSTs, and meet with students to create academic plans to help them be more successful in all of their academic classes.	\$34,194.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Due to the inability to hire a qualified candidate, the school was not able to hire for the position of Instructional Assistant.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Since the school was not able to hire an Instructional Assistant, there is a discrepancy between budgeted expenditures and Estimated Actual Expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

All students enrolled in a math course took the districts interim and benchmark assessments. We did see an increase in scores from last year to this year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

This year was the second year for our newest Math Teacher. As a result, we were able to better align the instruction in the Math I courses (taught by two different teachers). Both teachers also used the PrBL model within the Math I classes.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	English Language Learner Achievement and Re-designation

An explanation of why the LEA has developed this goal.

Due to the school shut down and the COVID 19 Pandemic, it was difficult to get our ELL students to attend testing sessions for the ELPAC. As such, we do not have comprehensive data for the 2020-2021 School year. It was also very difficult to provide specific resources and support to our 32 EL students due to being in distance learning for the entire year. Although we did come back in person for just over a month, this was optional for students. Over half of our EL students elected to remain in distance learning for the duration of the school year.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELPAC	1 Student Reclassified in 2020	6 Students scored an Overall score of Level 4 and are eligible for reclassification	6 ELL students were reclassified this year.		5 or more students Reclassified each year
Benchmark Assessments	ELA Assessment - 46% avg correct, Math - 36.3% correct	Scores for CAASPP will not be available until the Fall of 2022. Due to the Pandemic, the CAASPP was not given to student in the prior year.	The subgroup EL in the 11th grade is not a large enough group to qualify the data.		EL students will score 60% correct or above on both ELA and Math District Benchmark Assessments

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Instructional Assistant provided for ELL Support	2 instructional assistants will be assigned to support ELL students in math and English in their classes.	\$15,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.2	After School Tutoring made available to students (Discontinue)	ELL students will be able to access a computer lab/learning center that is staffed by at least one teacher and 1 instructional assistant for support in Math and English. (We were not able to host an after school program due to lack of staff interest)	\$0.00	Yes
2.3	Professional Development in PBL/PrBL and Student Centered Learning	All staff will participate in Project-Based/Problem-Based Learning with a specific emphasis on supporting ELL students through this method of teaching and learning. Professional Development will be provided by site administration, district EL Instructional Coach, and New Tech Network.	\$0.00	Yes
2.4	Parent Training Opportunities provided in English and Spanish	Parents of ELL students will be given opportunities and workshop offerings on how to effectively use ECHO, an understanding of the 5 learning outcomes and how they can support their student's proficiency in them, how to support students at home, and knowledge of post secondary options so they can better support their students academically. The Parent Advisor will help coordinate these training and provide translation to Spanish Speaking families.	\$40,463.00	Yes
2.5	Increase FTE from .5 to .8 Counselor	Increasing the counselor position to a .8 will allow the school counselor to provide more intensive support and services to our ELL students. The school counselor will help track progress of EL students, communicate with parents through interventions and SSTs, and meet with students to create academic plans to help them be more successful in all of their academic classes.	\$34,194.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Due to the inability to hire a qualified candidate for the position of instructional assistant, this action was not completed.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

As a result of not being able to hire an instructional assistant, there is a discrepancy between the budgeted expenditures and the estimated actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Professional Development in PBL and PrBL seemed to have an overall positive effect on the learning of our EL students. This is demonstrated through course grades, and an increase in students being redesignated.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No Changes were made.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	College and Career Readiness

An explanation of why the LEA has developed this goal.

With the change of leadership and school closures to to the COVID 19 pandemic, the college and career data dropped in the metrics listed below. As a result, we will be taking steps to bring our numbers back up for College and Career readiness as stated below.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CTE Pathway Completion Rate	97% completion in 1 or more CTE Pathways	81% of the graduating students completed 1 or more CTE Pathways	90% of the graduating students completed 1 or more CTE pathways.		100% completion in 1 or more CTE Pathways
Enrollment in College Courses	95% of the graduating students completed at least one college course prior to graduating high school	98% of the graduating students completed at least one college course prior to graduating high school	100% of the graduating students completed at least one college course prior to graduating high school		100% of the graduating students will complete at least one college course prior to graduating high school
A-G Completion	11% 5/43 students completed A-G requirements	70% of the graduating students completed the A-G requirements	28% of the graduating students completed A-G requirements.		85% of all 12th graders will complete A-G requirement

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Counseling and guidance in CTE	Students will complete 1 or both of the 2 CTE pathways at new Tech. Computer Science, Media & Film Production. The school counselor	\$17,097.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Pathways and Programs	and administrator will inform, guide, and schedule students in a way that will make pathway completion supported and possible.		
3.2	Counseling and Guidance for Enrollment in College Courses	Every student student will enroll in at least one community college course through the Advance Learning program before they are able to graduate from New Tech. The school counselor will guide students through this process from beginning to end. Completing the college application, navigating the online college system, and obtaining a transcript to turn in to the high school registrar.	\$17,097.00	No
3.3	Highly Qualified and fully credentialed teachers provide content in A-G Courses	Students will complete all course work with a grade of C or higher in order to meet the A-G completion requirements. The school counselor, faculty, administration, and support staff will assist students in this area through the MTSS system of support. Highly qualified, fully credentialed teachers will provide content and support for students.	\$290,411.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantive differences in planned actions and actual implementation. All actions were implemented.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There is a small discrepancy between the budgeted expenditures and the estimated actual expenditures due to salary raises that are governed by SCUSD.

An explanation of how effective the specific actions were in making progress toward the goal.

Staffing focused on college and career readiness helped increase the CTE completion rate and the college course completion rate. Students who were enrolled in online college courses were required to remain on campus the full school day and received assistance from the counselor who helped students stay on track with those courses.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$431,390.00	

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
19.53%	0.00%	\$0.00	19.53%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Sacramento New Technology High School is a small dependent charter school. This allows us the ability to quickly identify students who need the most support. We have 31 ELL students, 0 foster youth, and 65% of our students are considered low-income. When we look at the data for each subgroup compared to the general population of the school we are quickly able to identify specific needs within the sub group. This allows us to use our MTSS to determine higher levels of intervention as needed. Our goal is to ensure that all of our students have the maximum amount of post-secondary options possible so they can choose the path they want to proceed down after they graduate. Our data shows that our ELL student struggle more significantly with the ability to have as many post-secondary options. The goals we have developed in this LCAP were designed to specifically target weaknesses as indicated by school data and add supports that will specifically help these students. For our low-income students, these goals and actions are designed to ensure they have access to resources they may not have in order to maximize their learning and success potential.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Because we are a small school, we are able to quickly identify every single ELL student, every foster student (when we have them) and every single low-income student, and we know them by name. In addition, we are able to individually identify their specific needs, as well as their group needs. Through this, we are able to design a school program that engages our students in project-based, hands-on learning. Our teaching and learning strategies are based on providing our students lessons that will allow them to reach mastery in our 5 Learning Outcomes (Agency, Knowledge and Thinking, Collaboration, Written Communication, and Oral Communication). Rather than grade on just content knowledge, our students are graded on each of the learning outcomes independently. This allows us to identify weaknesses and provide extra support to strengthen them. Our school is known for its 3 CTE Technology based pathways so our students choose to attend with us for these programs. Every student will graduate as a pathway completer of one or more pathways. Because we are able to provide so many engaging opportunities in our small school environment, our smaller subgroup students have opportunities to be higher achievers than they would at a large comprehensive high school.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

We do not receive additional concentration grants

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	1.5:170	
Staff-to-student ratio of certificated staff providing direct services to students	13:170	

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$348,883.00	\$98,388.00		\$16,185.00	\$463,456.00	\$463,456.00	

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	All students will take the Math Benchmark Assessments	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1.2	After School Tutoring provided (Discontinued)	All English Learners Low Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1.4	Instructional Assistant Support provided for EL and High Risk Students	English Learners Low Income	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
1	1.5	Increase Counselor Position from .5 to .8	English Learners	\$0.00	\$34,194.00	\$0.00	\$0.00	\$34,194.00
2	2.1	Instructional Assistant provided for ELL Support	English Learners	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
2	2.2	After School Tutoring made available to students (Discontinue)	English Learners	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.3	Professional Development in PBL/PrBL and Student Centered Learning	English Learners	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.4	Parent Training Opportunities provided in English and Spanish	English Learners	\$24,278.00	\$0.00	\$0.00	\$16,185.00	\$40,463.00
2	2.5	Increase FTE from .5 to .8 Counselor	English Learners	\$0.00	\$34,194.00	\$0.00	\$0.00	\$34,194.00
3	3.1	Counseling and guidance in CTE	English Learners Low Income	\$17,097.00	\$0.00	\$0.00	\$0.00	\$17,097.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Pathways and Programs						
3	3.2	Counseling and Guidance for Enrollment in College Courses	All	\$17,097.00	\$0.00	\$0.00	\$0.00	\$17,097.00
3	3.3	Highly Qualified and fully credentialed teachers provide content in A-G Courses	English Learners Low Income	\$290,411.00	\$0.00	\$0.00	\$0.00	\$290,411.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$2,208,963.00	\$431,390.00	19.53%	0.00%	19.53%	\$331,786.00	0.00%	15.02 %	Total:	\$331,786.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$24,278.00
								Schoolwide Total:	\$307,508.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	After School Tutoring provided (Discontinued)	Yes	Schoolwide	English Learners Low Income	All Schools	\$0.00	
1	1.4	Instructional Assistant Support provided for EL and High Risk Students	Yes	Schoolwide	English Learners Low Income	All Schools	\$0.00	
1	1.5	Increase Counselor Position from .5 to .8	Yes	Schoolwide	English Learners	All Schools	\$0.00	
2	2.1	Instructional Assistant provided for ELL Support	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$0.00	
2	2.2	After School Tutoring made available to students (Discontinue)	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$0.00	
2	2.3	Professional Development in PBL/PrBL and Student Centered Learning	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$0.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.4	Parent Training Opportunities provided in English and Spanish	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$24,278.00	
2	2.5	Increase FTE from .5 to .8 Counselor	Yes	Schoolwide	English Learners	All Schools	\$0.00	
3	3.1	Counseling and guidance in CTE Pathways and Programs	Yes	Schoolwide	English Learners Low Income	All Schools	\$17,097.00	
3	3.3	Highly Qualified and fully credentialed teachers provide content in A-G Courses	Yes	Schoolwide	English Learners Low Income	All Schools	\$290,411.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$463,456.00	\$425,486.45

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	All students will take the Math Benchmark Assessments	No	\$0.00	\$0.00
1	1.2	After School Tutoring provided (Discontinued)	Yes		
1	1.4	Instructional Assistant Support provided for EL and High Risk Students	Yes	\$15,000.00	\$0.00
1	1.5	Increase Counselor Position from .5 to .8		\$34,194.00	\$30,194.00
2	2.1	Instructional Assistant provided for ELL Support	Yes	\$15,000.00	\$0.00
2	2.2	After School Tutoring made available to students (Discontinue)	Yes		
2	2.3	Professional Development in PBL/PrBL and Student Centered Learning	Yes	\$0.00	
2	2.4	Parent Training Opportunities provided in English and Spanish	Yes	\$40,463.00	\$40,618.31
2	2.5	Increase FTE from .5 to .8 Counselor	Yes	\$34,194.00	\$30,194.00
3	3.1	Counseling and guidance in CTE Pathways and Programs	Yes	\$17,097.00	\$12,240.07

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.2	Counseling and Guidance for Enrollment in College Courses	No Yes	\$17,097.00	\$12,240.07
3	3.3	Highly Qualified and fully credentialed teachers provide content in A-G Courses	Yes	\$290,411.00	\$300,000.00

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$348,883.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	After School Tutoring provided (Discontinued)	Yes				
1	1.4	Instructional Assistant Support provided for EL and High Risk Students	Yes				
2	2.1	Instructional Assistant provided for ELL Support	Yes				
2	2.2	After School Tutoring made available to students (Discontinue)	Yes				
2	2.3	Professional Development in PBL/PrBL and Student Centered Learning	Yes				
2	2.4	Parent Training Opportunities provided in English and Spanish	Yes	\$24,278.00			
2	2.5	Increase FTE from .5 to .8 Counselor	Yes				
3	3.1	Counseling and guidance in CTE Pathways and Programs	Yes	\$17,097.00			
3	3.2	Counseling and Guidance for Enrollment in College Courses	Yes	\$17,097.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.3	Highly Qualified and fully credentialed teachers provide content in A-G Courses	Yes	\$290,411.00			

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$2,208,963.00			0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

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

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: The Met Sacramento High School

CDS Code: 34-67439-0101907

School Year: 2023-24

LEA contact information:

Denise Lambert

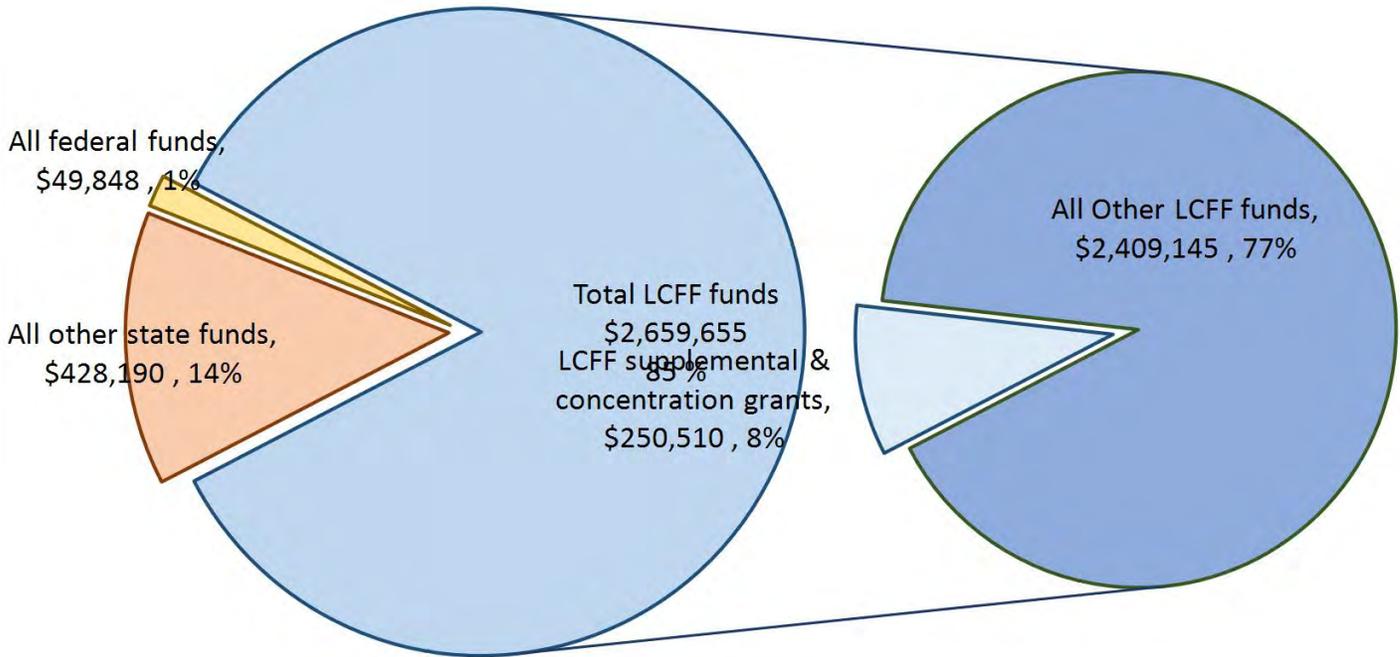
Principal

(916)395-5417

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

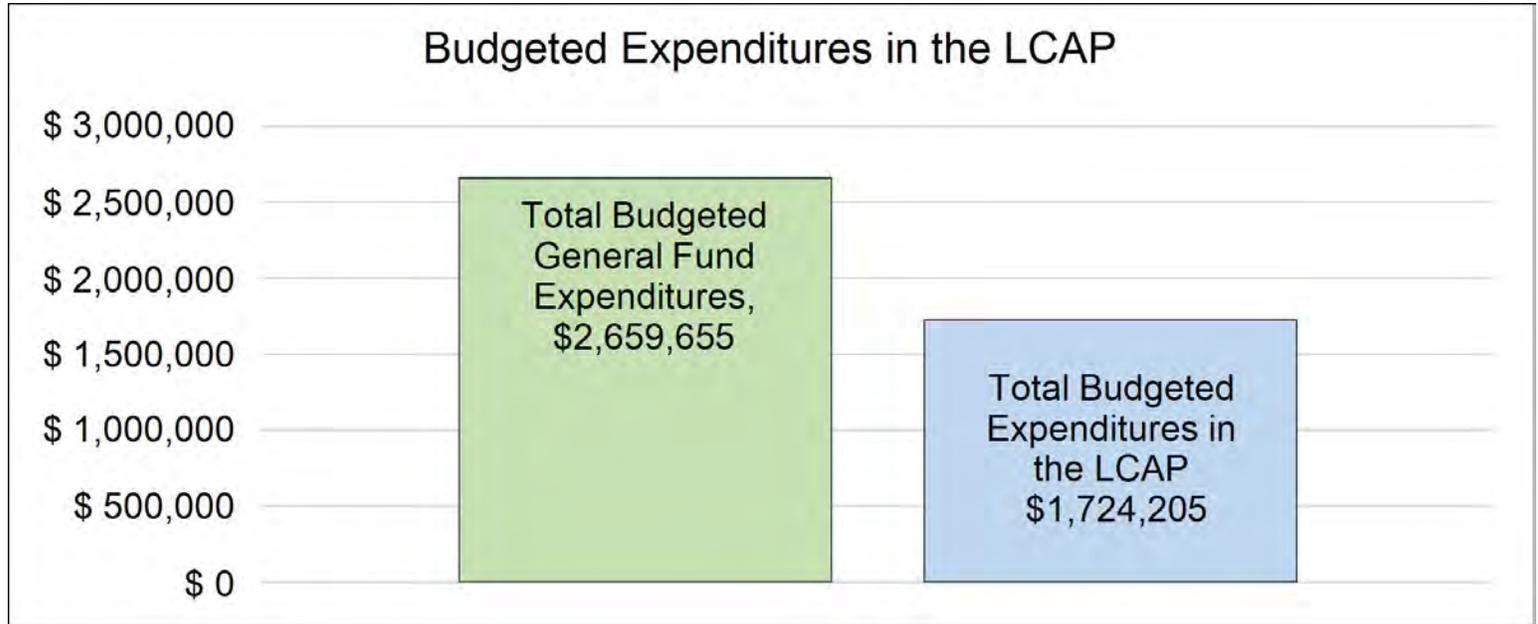


This chart shows the total general purpose revenue The Met Sacramento High School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for The Met Sacramento High School is \$3,444,834.00, of which \$2,659,655.00 is Local Control Funding Formula (LCFF), \$428,190.00 is other state funds, \$0 is local funds, and \$49,848.00 is federal funds. Of the \$2,659,655.00 in LCFF Funds, \$250,510.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much The Met Sacramento High School plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

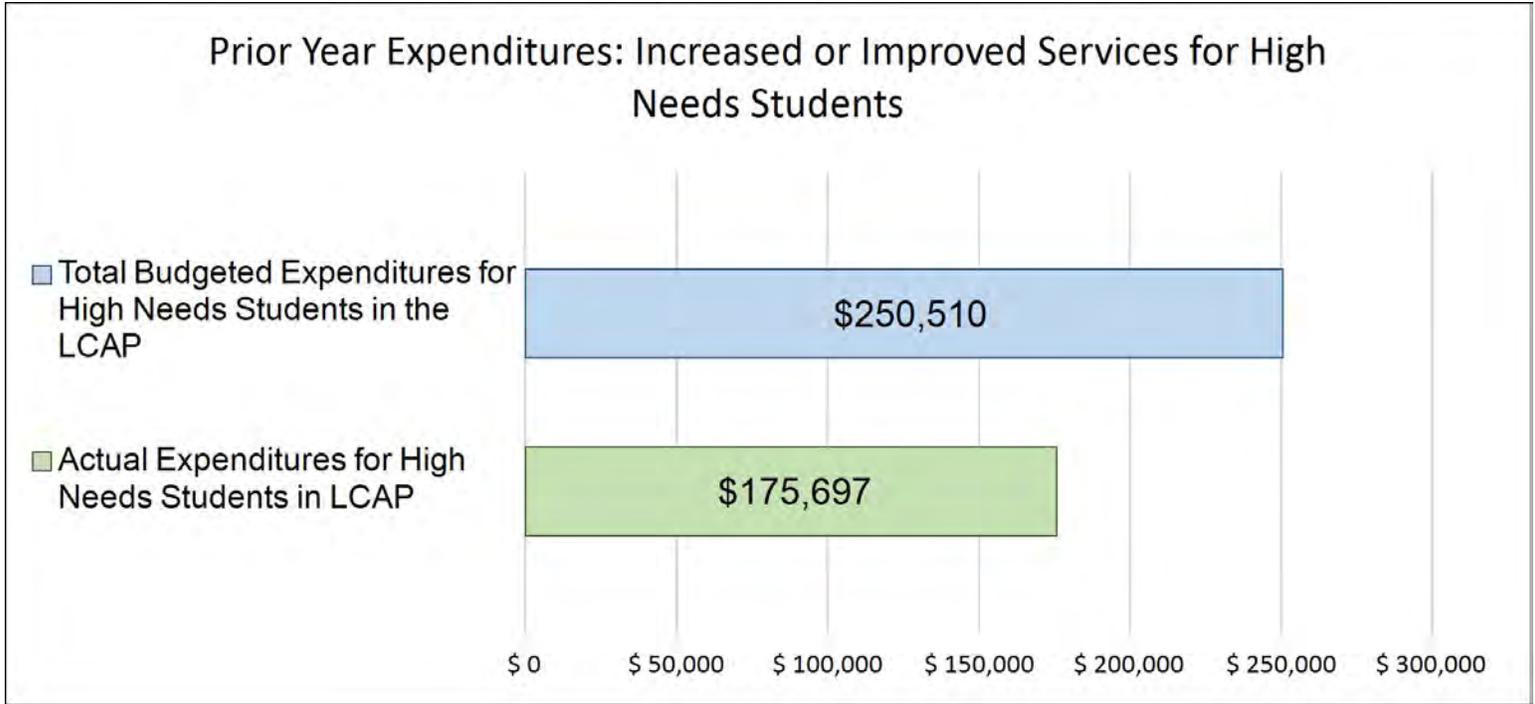
The text description of the above chart is as follows: The Met Sacramento High School plans to spend \$2,659,655.00 for the 2023-24 school year. Of that amount, \$1,724,205.00 is tied to actions/services in the LCAP and \$935,450.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, The Met Sacramento High School is projecting it will receive \$250,510.00 based on the enrollment of foster youth, English learner, and low-income students. The Met Sacramento High School must describe how it intends to increase or improve services for high needs students in the LCAP. The Met Sacramento High School plans to spend \$2,659,655.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what The Met Sacramento High School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what The Met Sacramento High School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, The Met Sacramento High School's LCAP budgeted \$250,510.00 for planned actions to increase or improve services for high needs students. The Met Sacramento High School actually spent \$175,697.00 for actions to increase or improve services for high needs students in 2022-23.



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Met Sacramento High School	Denise Lambert Principal	Denise-lambert@metsacramento.org (916)395-5417

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Met High school is a dependent charter in the Sacramento City Unified School District (SCUSD). Sacramento City Unified School District is a large urban school district situated in the central and southern part of California's capital city. SCUSD is the 13th largest district in the state and one of the oldest K-12 districts in with western United States. Established in 1854, SCUSD serves approximately 42,000 students at seventy-five schools spanning seventy square miles. These 75 schools include forty-two Elementary schools, eight K-8 schools, six middle schools, eight high schools, two grade 7-12 school, once grade 4-8 Community Day school, one Independent Study school, two adult school locations, and five dependent charter schools.

The city of Sacramento is often included on lists identifying the 'most diverse cities' in the country. SCUSD boundaries encompass most of the central and southern portions of the City of Sacramento. These areas, in particular south Sacramento, have historically been some of the

most diverse in terms of race, ethnicity, culture, and language. SCUSD's 2022-23 student population is 41% Hispanic/Latino, 17% White, 18% Asian, 12% African American, 8% Multi-racial, 2% Native Hawaiian or Pacific Islander, 1% Filipino, and 1% American Indian or Alaska Native. Over 68% of students are identified as socioeconomically disadvantaged, including those students that are eligible for Free/Reduced Meals (69%), identified as Foster Youth (0.4%), and/or identified as Homeless Youth (0.8%). The student population also includes a significant percentages of English Learners (20%) and Students with Disabilities (15%).

The Met High School population also represents a diverse population, similar to the SCUSD student population. The 2022-23 Met student population is American Indian Or Alaska Native (.47%), Asian (5%), Black or African American (17%), Multi-racial (11%), Hispanic or latino (47%), and White (28%). Over 54% of the students are identified as socioeconomically disadvantaged and 7.0% identified as English Language Learners.

SCUSD is guided by its Core Values and overarching Equity, Access, and Social Justice Guiding Principal. These both address the notion that "Every system is perfectly designed to get the results that it gets' and acknowledge the presence of fundamental inequities that must be interrupted and addressed for the district to achieve its stated goals for all student and families. The Met High School has aligned itself with these core values while taking into consideration its focus and plan for their students. The vision of the Met High School is to provide an innovative, academically rigorous, project based education that connects students to community-based internships while being part of a safe and inclusive educational setting. The Met High School mission is to educate all students, including those who may not have succeeded in more traditional educational settings. We graduate students who are self-directed, independent learners who have critical thinking skills and core knowledge that will allow them to be successful in college as well as in life. Our graduates are unique and creative individuals who will be able to rise to adversity in the adult world.

The Met Sacramento exists to train modern youth to become productive members of society in the rapidly changing 21st century environment. Students who will be adults through much of this century will have at hand instantly any and all available information. The goal of 21st century education is to train students to be able to think critically about the provenance and statistical/historical legitimacy of those facts and then to learn to draw logical, mathematical and humane conclusions from the data. The purpose of Met Sacramento High School is to train students to marshal valid facts and then apply those conclusions humanely to serve the greater good of the sider circles of their community.

The Met Sacramento seeks to educate one student at a time. We promote and create personalized education, in the Sacramento City Unified School District, that for each student is unique. We believe that learning best takes place when each student is an active participant in his or her own education, when his/her/them course of study is personalized by teachers, mentors and parents, who know him/her/them well and when school based learning is blended with outside experiences to heighten that student's interest. The Met Sacramento High School will serve any students from within the Sacramento City Unified School District's boundaries as well as from surrounding districts. All students at the Met Sacramento are known well by many adults in and out of the school building. Each student is invested in learning and takes personal responsibility for it. Each student is a determined and resourceful learner who has discovered passions and interest through his/her/them learning. Each student learns to be an academic risk taker, reflective learner, recognizes his/her/them own strengths, finds success, thrives in challenge, follows through on commitments and is respectful of others needs and views. Each student follows a unique path to achieve

explicit learning goals through real world learning and mentorship in our community, the unwavering attention of his/her/them teacher/advisor, regular public exhibition of these work goals and a plan that can be personalized to his or her own strength and needs.

To be a well-educated person in the twenty first century all students need to be critical thinkers, know how to learn, be excellent readers and writers, mathematicians, scientists and socially aware and responsible citizens. All students in the 21st century need to leave high school with a personal understanding of the vast array of career options and how to participate as citizens in democracy. Individuals need to have the opportunity to be prepared to pursue a college degree by engaging in deep learning in all basic content areas, understanding the relevance of that content and know how it is applied in the world.

Each student's learning journey at The Met Sacramento is determined through collaboration of the student, parent or guardian, teacher/advisor and mentor. In the course of a student's time with us, he or she investigates many interests and passions in the real world, utilizes many community mentors and is pushed to go further and deeper in his or her knowledge and understanding. Each student makes progress on all the learning goals each year through workshops, college courses, class and individual academic projects. Assessment of individual student progress happens through portfolio review and exhibition. All students exhibit their work publicly at the quarter and their educational plans are revised if necessary. Each student will become a self-motivated, competent, lifelong learner.

This high school design is a replication of the Metropolitan Regional Career and Technical Center (The Met) in Providence RI. In 1995, Big Picture Learning, in collaboration with the state of Rhode Island, started the first Met High School. Since 2003 the Met Sacramento has seen some extraordinary success.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Based on a review of performance on the state and local indicators measured by the California Dashboard, a review of our annual; self-assessment tools, and a review of progress made towards LCAPO goals, The Met is most proud of :

Based on a review of performance on the state and local indicators measured by the California Dashboard, a review our stakeholder input, and a review of progress towards LCAP goals, The Met is most proud of:

California Dashboard and Progress made towards LCAP goals:

1. The Met's graduation rate for 2022 was 96.7%, which was an increase of 4.8 percentage points from the 2019 graduation rate of 91.9%. This graduation rate was also higher than the district graduation rate for 2022, which was 87.8%.

The increase in our graduation rate can be attributed to more targeted and effective interventions for at-risk students and improved access to resources and support for students. Because of the small effect size numbers for student groups, performance levels were not assigned with

the exception of socio-economically disadvantaged with a performance level of “Very High.” This indicator serves as a through line for other student groups including racial and ethnic groups. However, it should be noted that one of the key interventions in working with our students, greater focus on progress monitoring of potential graduates to ensure they were on-track towards graduation.

2. The Met's ELA scores for 2022 were 24.9 points above the standard, compared with 2019 when the scores were 7 points above the standard. The Met also outperformed SCUSD in 2022; SCUSD's ELA scores were 32.9 points below the standard. During the 2021-2022, MET teachers used IXL as a formative assessment and differentiated tools for students. Students worked an average of an hour, per week, on ELA, as MET offers only a 3 day academic school day. Within ELA, the focus has been on building comprehension in ELA to develop comprehension skills.

3. The Met's Math scores while still below standard did improve in 2022. In 2022 The Met was 69.3 points below standard while in 2019 they were 87.7% below standard. IXL was also used as an intervention to increase mathematics as well. There was an hour per week devoted to IXL intervention. The flip classroom can access lectures online when needed. Class time specifically used for practicing the concepts which has been helpful with reinforcing more complex concepts.

4. Multi-tiered System Supports (MTSS)

During the 2020-21 school year district began training the first of three cohorts of schools. The Met is part of the second year and has begun looking at our school-wide systems to help us target our struggling students and put into place interventions to help students catch up with their peers. The focus for MTSS has been on developing social emotional skills of students. Advisory staff works collaboratively to identify ongoing behaviors and address them through interventions. There is still more work that need to done to address student interventions within Tier 2.

5. Internships – Learning Through Internships (LTI)

Students experience authentic learning by taking part in an internship. At their internships, students work closely with a mentor who is an expert in his or her field. The internship experience offers students the opportunity to do real world exploration in an area of career or other personal interest. Working with our internship coordinator, students choose their own internships either by pursuing internship sites that have had a long term relationship with the school and are in our internship database or by developing their own opportunities by cold calling potential sites or through personal contacts. The purpose of the internship program is broader than the traditional ROP program which tends to be career pathway oriented (although occasionally the internship does serve this purpose). At Met internships, students are expected to spend about half of their time functioning as any other adult employee of the business or site; the other half of the time students are expected to take on project work that requires thorough planning and time management. Project work is expected to be an authentic part of the work environment rather than “make work” to keep the student occupied. The main criterion for valid project work is that it authentically serves the internship site. Internships last anywhere from one semester to several years. In keeping with the school motto: One Kid at a Time, each internship is a unique situation. In general, as long as the student has more to learn at their internship site, and the internship site continues to benefit from the student presence and the student continues to be interested and engaged, the internship continues. If any of those three criteria are not met, then we end the internship.

6. Exhibitions - As we returned to in-person learning we have gone back to having exhibitions four times a year. A student presents their work to a panel which consists of parents, students, mentors and their advisor. This panel of community stakeholders holds the student accountable for the academic expectations, including mastery of the Learning goals (the Met's ESLRs), performance in workshops, college classes and at internship, as well as behavioral intangibles in the advisory. Students must show concrete evidence for every aspect of their work. Our non-negotiable rule is: No evidence means you didn't do it. Students are also expected to demonstrate mastery of the work publicly and are quizzed by advisor, parents and other members of the panel on every aspect of their academic performance.

7. Panther Pipeline - Met students continued to have the opportunity to participate in a dual enrollment program with Sacramento City College (SCC) called Panther Pipeline. Students are allowed to take up to two college classes (or up to 6 units) per semester. The classes are taught on the Sacramento City College campus and at the Met. Students earn college credits as they meet their high school requirements. This program helps the students meet their A-G requirements in an authentic post-secondary setting. Due to The Met being a small school and only being able to offer a few elective courses. This year however, we were able to secure additional courses for student to take on the Met campus that were taught by SCC professors.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

During the 2021-2022, there was a slight increase in suspension rate. This can be attributed to returning from COVID and students still experiencing trauma, especially the underclassman. It is also difficult for the upperclassmen to model positive behaviors to underclassmen because online learning did not provide opportunities for them to learn MET expectations and culture. In addition, students with disabilities were designated with a performance level of "High." There will need to be a deeper analysis of appropriate interventions within the IEPs. We saw a deeper level of trauma after the returning from COVID from this particular student group.

There were 3 additional student groups with a performance level of Medium:

2.7% of Hispanic were suspended at least one day

3.9% of Socio-Economically Disadvantaged students were suspended at least one day

4.7% of White Students were suspended at least one day

For SY22-23, MTSS Tier 1 behavioral expectations will need to be re-examined to make determinations about the best supports, school-wide for students. In terms of Tier 2 implementation, there is a need to identify patterns of behaviors that lead to suspensions. Once the patterns have been identified, there are plans for earlier interventions for students.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The 2023/24 LCAP will continue to focus on academic improvement, school culture, provide greater focus on exhibitions/gateways to increase the rigor across the four year exhibition schedule and increase college going culture along with career minded post high school planning as appropriate for each student.

School culture and parent engagement remain priorities. One of the advantages of a small high school over a large comprehensive school is that we can form stronger relationships with our stakeholders. We will continue to build stronger relationships with parents/mentors. We usually see parents four times a year for exhibitions. Parents and mentors are a great resource that we will tap in order to enhance our community. So the problem is how to bring our stakeholders into our community in a capacity of active service rather than only passive exhibition observers. We will continue to look for and implement greater opportunities for parental engagement for activities like Cinco de Mayo, Black History Month, garden maintenance, etc. In addition, We have a large latino population and we will do greater outreach to bring the traditionally marginalized parents into positions of responsibility at the school.

We plan to provide a greater focus on exhibitions and gateways. We have realized that in the previous incarnations of the school where we were strongly project based, exhibitions were a format in which a student demonstrated their project work in a supportive and academically critical atmosphere. But over time the school has pivoted from project based to a more classroom organized structure. But the structure of the exhibitions has not changed and has even become more of a checklist of accomplishments than a rigorous and probing presentation of learning over the semester. So we will be creating a more rigorous organized exhibition schedule which moves away from a simple checklist and returns to a more academically rigorous and interactive experience. In addition we will focus on particular life/thinking skills that are not necessarily covered in more traditional classes--soft skills like public speaking, being a respectful audience, critically questioning and responding to sophisticated questions in real time. The old style of exhibition met these needs when we were more project based; as we have moved away from a full project based school, our exhibitions have not been modified to meet our changed school structure.

We have noticed that there has been a decline in our college going culture over the last three or four years. The indicator of this decline is the reduced participation in Panther Pipeline, or ECHS relationship with Sacramento City College. Staff has analyzed the causes of this decline and it was clear that we used to have a strong college going curriculum beginning in 9th grade with college explorations, college visits, speakers from various colleges. For some reason we no longer pursued our aggressive college going curriculum in deference to other curricular priorities. The goal going forward is to reinstitute the rigorous 9th grade college awareness curriculum. We will also be piloting a program in which every 10th grader will take the Panther Pipeline prerequisite course--HCD (Human and Career Development) on the Met Campus. This will earn the students a few college credits qualify them to take further courses at SCC and will prepare them to be successful in those courses. In this way we hope to renew the strong college going culture we had in the past.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

The Met High School is not in CSI

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The annual and ongoing engagement of educational partners is a key part of the the Met's LCAP development process. It is important that the goals, actions, expenditures, metrics, and targets within the LCAP are informed by the voices of the students, families, staff and community members. The Met is a small school with a small teaching staff and School Advisory Board which made it fairly easy to distribute to its educational partners via meetings.

To gather the feedback from our stakeholders the following methods were used to help drive the development of the LCAP:

- School climate surveys are sent to families in the Spring.
- School climate surveys are sent to students in the Spring.
- Parent meetings with advisors 4 or more times a year.
- Over 25 weekly staff/collaborative meetings per school year.
- School Advisory Board (SAB) meetings (third Monday of each month).
- Daily email and Schoology feedback from parents, students, and staff. Due to the heavy technology use at the Met Sacramento, parents, and students regularly email staff about concerns, celebrations, and other important information.
- Mentor feedback forms/surveys.
- Student surveys regarding internships and post graduating planning.
- Review of previous year plans were presented at School Advisory Board meetings and also at staff meetings.

A summary of the feedback provided by specific educational partners.

The Met believes that meaningful educational partners engagement plays an important role in the development of a plan to effectively meet the needs of its students. To ensure that all stakeholders are involved, a variety of meetings and surveys were used in the LCAP process to review goals and most recent data. Community Engagement: The following groups were involved in the LCAP development process.

1. School Advisory Board: SAB has an active and participatory charter school council. This council is made up of representatives of stakeholder groups within the school and local community. We have representatives from our parents, our students, our teaching staff, our office staff. Meetings were designed to enhance stakeholder participation in the creation of the LCAP document, and are open to the public.
2. Monthly staff meetings held that specifically listed LCAP development as an area of regular discussion. Agenda and meeting notes are stored in the school google folder.

The input received during the process detailed above demonstrated that priority should be provided in the following areas:

1. Improving Mathematics proficiency
2. Improving Language Arts proficiency
3. Improving college and career readiness
4. Increase rigor of exhibitions/gateways
5. Tutoring

6. Mental health

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Stakeholder input influenced the Met's decision to implement and fund programs directly related to improving math proficiency and ELA proficiency. All stakeholder groups contributed their observations from their vantage points related to the need for improving skills in both subjects. Teachers provided assessment data and parents contributed their experiences. The office staff relayed the concerns that they were hearing from students and parents, and the student's perspective indicated a need for tutoring and support/guidance in relation to college and career choices.

Goals and Actions

Goal

Goal #	Description
1	<p>Promote academic success for all students.</p> <p>Provide rigorous standards-aligned curriculum, intervention and enrichment to increase academic proficiencies while closing the achievement gaps for all students, based on a culture of collaboration, community, and a supportive working environment that promotes independent learners, values collaboration among stakeholders, and is centered is centered on data-driven decision making (MTSS).</p> <p>Increase student success in ELA and math by organizing the database that houses Met curriculum. Over the course of the existence of The Met curriculum and documents were created and placed into a database. Due to the large value of documents collected over the 20 years it has become difficult to access these files. To better access the information, the database will be cleaned out and re-organized in different categories to allow easier access to curriculum materials per content area.</p>

An explanation of why the LEA has developed this goal.

Analysis of student data from the most recent state assessments (2018-19) show that 62% of students are 'Meeting or Exceeding Standard' in English Language Arts (ELA). For Math, the rate is only 16%. Results from the Dashboard show that on average, students scored 7 points above the 'Standard Met' level in ELA and 87.7 points below the 'Standard Met' level in Math. Significant performance gaps exist for Socially Disadvantaged students.

The Met high school is now almost 20 years old. During most of that time we have maintained some form of a repository of Met related documents which included exhibition expectations, internship protocols, project formats, Mathematics and ELA lesson/unit plans, admin protocols etc. And as often happens in institutions with coordinated programs that have been around awhile, these documents have gone through many versions and revisions by different teachers at different times to suit different needs. Now, after all of this time, this repository of documents which is housed on Google Drive is no longer usable efficiently because of all of the versions of these foundational documents and a general lack of organization. While we might know that a document is in the drive, we don't know where it is.

To this end, we will create a new Google Drive repository structure that is more explicit. We will go through all of the documents in the old database and throw out the old versions and when necessary update the latest version to suit our current needs.

And most importantly, since we are a project based school, all of the academic disciplines have developed really great units in their subject areas. Now that there is a clear structure, our goal is to collect the best lessons/units from our ELA and Mathematics curriculum and upload them in professional finished form so that other teachers can use them. During our previous WASC self study the determined that what they wanted was consistent mathematics and ELA units that were done on a yearly basis so that every Met student upon graduations would have done these projects.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>ELA State Assessment</p> <p>Average Distance from 'Standard Met' on English Language Arts (ELA) Smarter Balanced Summative Assessment for grade 11</p>	<p>18-19 school year 38% not meeting 'Standard Met'.</p> <p>On average, students at the Met scored 7 points above standard, according to Dashboard reporting.</p>	<p>Dashboard data for 2020-21 was not available.</p>	<p>Dashboard data for 2021-22 shows students at the Met scored an average of 24.9 points above standard, an increase of 18 points. The Dashboard did not report percent of class meeting standard for this year.</p>		<p>85% of students meeting 'Standard Met' for ELA</p>
<p>Math State Assessment</p> <p>Average Distance from 'Standard Met' on Math Smarter Balanced Summative Assessment for grade</p>	<p>18-19 school year 85% not meeting 'Standard Met'</p> <p>On average, students at the Met scored 87.7 points below standard, according to Dashboard reporting.</p>	<p>Dashboard data for 2020-21 was not available.</p>	<p>Dashboard data for 2021-22 shows students at the Met scored an average of 69.3 points below standard. This is an increase of 17 points. The Dashboard did not report percent of</p>		<p>60% of students meeting 'Standard Met' for Math.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			class meeting standard for this year.		
Database clean-up Documents organized by content area in folders	Baseline 0 - tool will be developed for implementation in the upcoming year. Database as of May 2019 was not organized. Difficult to find documents and curriculum materials to easily access information.	On our google drive we created a new shared drive that is called 'new Met database'. Folders have been created and populated with updated documents for the 21-22 school year.	New Met database is in use.		Database that contains recognizable folders that are easily accessible by staff.
Appropriately assigned and credentialed teachers	100% teachers appropriately assigned and credentialed	100% teachers are appropriately assigned and credentialed	100% teachers are appropriately assigned and credentialed		100% teachers appropriately assigned and credentialed
Facilities maintained in good repair.	In 2019-20 The Met site was rates as exemplary	100% considered to be in GOOD condition	100% considered to be in GOOD condition		Facility will be maintained as exemplary
Implementation of state standards for all students.	In 2020-21, State standards were fully implemented as verified by data collection obtained through routine classroom walk-throughs	Standards are being implemented as accessed by regular classroom walk-throughs and completed teacher observations.	Standards are being implemented as accessed by regular classroom walk-throughs and completed teacher observations.		Standards will be fully implemented as verified by data collection obtained through routine classroom walk-throughs.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Staffing	Provide core staff, including administrative, teaching, counseling, and classified.	\$1,376,822.00	No
1.2	Professional development and collaboration	Provide weekly one hour of time per week for teachers to collaborate with peer approaches to improving student achievement. Activities during collaborative time include review of student data, assessment of student work, and planning of instruction to		No
1.3	Greater implementation of state standards for all students in ELA & Math	Improve students' academic outcomes and close achievement gaps in ELA and Math.	\$298,741.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

We came back to full in-person instruction in the 2021-22 school year. As we transitioned back a strong focus was placed on creating a Met database that would help organize curriculum by content areas. This work continued and is now in use by all departments.

In addition a strong focus was placed on updating and creating curriculum that would help better serve our students in improving their success rates in ELA and math. We have not had any real data because benchmarks and CAASPP testing were not administered during the pandemic. Results from our first year back, though improved, were not as strong as we would have liked. This creates an even greater urgency to ensure that students' academic needs are being met with a curriculum that is standards aligned. This continues to be critical due to the learning loss that occurred during the pandemic. In order to fill in the gap left by a paucity of real data, after much research we purchased an online curriculum for Math and English called IXL. IXL has provided us with baseline data for our students that has informed us of gaps that were/are present in both ELA and math as they transitioned back to in-person learning. IXL has been in-place for over a year.

Actions from Goal 1 - Continue to implement standards based instruction, using documented, organized curriculum, with fidelity.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was no significant difference in the Budgeted Expenditures and the Estimated Actual Expenditures. Any differences however would be reported by budget due to teachers salary increased fo the 22-23 school year.

An explanation of how effective the specific actions were in making progress toward the goal.

The Met has been very strategic and specific in its goals for this school year. We have continued to focus on the core elements of our program, including advisory relationships, advisor supervision, project based learning, and exhibitions. In keeping that focus, we have been able to keep up with curricular changes, furnishing supplies and materials, updating technology has occurred on a daily basis. The met did not stray from this goal this entire year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The Met chose to report average points above or below standard for ELA and Math scores as those are what were available for this year's dashboard.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	To re-establish the importance and emphasis of exhibitions/gateways and place greater emphasis on increasing the rigor of exhibitions/gateways. Standards and rubrics will be developed to greater align exhibitions/gateways across the campus and across grade levels in order to create a much more rigorous four year exhibition skills plan.

An explanation of why the LEA has developed this goal.

At the Met, students develop a strong foundation of academic and real-world skills through highly effective instruction and authentic internship experiences. Exhibitions/Gateways are the vehicle for students to demonstrate the rigorous learning that they have done at their internships and in class and serve as an invaluable tool that allows students to see what they have learned and where they still need to grow. The exhibitions used to be the foundation of the Met program but as we moved to more conventional classes, they were no longer as pivotal to the program. The staff decided that they wanted to return to a more progressively rigorous four year exhibition program. This goal also aligns with our WASC goals.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Create a four-year set of guidelines and rubrics by grade level for project work	0 - Baseline. A tool will be developed in the coming year. General rubric exists for all grade levels to follow	Completed items: <ul style="list-style-type: none"> Reading reflections have been created for all grade levels. Health and Wellness rubrics are completed. 4 year project plan for 	Completed Items: <ul style="list-style-type: none"> Updated general rubric for exhibition presentations Items from Year 1 in use across campus.		Completed guidelines and rubrics for each grade level

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		advisory classes is complete			
Divide the project skills between advisory and English workshops.	0 - Baseline. A tool will be developed in the coming year. Draft for new project guidelines for 9th grade only	9th grade students are completing writing assignments to align Who Am I exhibitions. Other grade levels still developing.	Clear advisory expectations by month for 9th and 10th grade advisory.		Clear expectations by month for advisory and English workshops for all grade levels
Create exhibition expectations based on project work expectations	0 - Baseline. A tool will be developed in the coming year. Draft for 9th grade exhibition expectations for 9th grade only	All staff are utilizing the same template and each grade level is in agreement of projects.	Staff have further defined the grade level specific expectations for exhibitions.		Exhibition expectations created for all grade levels
Students will have internships	Due to COVID-19 students were unable to attend internships.	85% of students have internships.	82% of students have internships.		95% of students will have internships

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Improve and realign project work for advisory	Additional staffing to work to align project skills between advisory grade levels, develop rubrics for grade level exhibitions/gateways.	\$5,000.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This year the Met continued to updated the rubrics for exhibitions and expectations for advisory. This work was done collaboratively with the staff to ensure that it led to cohesive implementation for students. We noticed that our internship involvement rate slightly decreased, so we will pay greater attention to this in the coming year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was no significant difference in the Budgeted Expenditures and the Estimated Actual Expenditures. Any difference however would be reported due to teacher

An explanation of how effective the specific actions were in making progress toward the goal.

Each year of collaborative work brings our staff closer to having a cohesive plan for student support in advisory and exhibitions. As these tools are significant parts of our Tier 1 infrastructure, they also contribute toward greater student success in completing exhibitions, meeting A-G requirements, and increasing graduation rates.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There were no significant changes to goals, metrics, or outcomes.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Students and families are engaged and empowered to partner with The Met to achieve academic success.

An explanation of why the LEA has developed this goal.

This goal builds upon the school's previous goal focused on stakeholder engagement.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of parents involved in school activities (Exhibitions and academic planning meetings)	2019-20 - 75% parent attendance exhibition rate	70% of families attended exhibitions. This data was collected from sign in sheets from the office.	75% of families attended exhibitions based on principal observation and sign-in sheets.		We would like to see out Family participation rate grow to 90%
Increase parental participation from parents of EL students at school events (Back-to School-Night)	2019-20 - 40% participation from parents of EL students	Back to School was virtual and we had 23% of families attend via zoom.	Back to School night was in-person and at similar levels to pre-COVID19.		60% participation from parents of EL students
Suspension rate	2.3 % CA Dashboard 2019 data	Data not available	4% 2022 CA Dashboard Data		<1 %
Expulsion rate	0% CA Dashboard 2019 data	0%	0%		0%
Parent involvement in decision making) School Site Council	2021-22 we had the adequate numbers for School Site Council	We did not increase the number of parents, community	A greater number of parents (12) requested to be part		We would like to see the number of parents attending SCC and

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
and School advisory Board	(SCC) and School Advisory Board (SAB).	members attending our SAB meetings.	of the advisory board. We continued to have an adequate number of attendees each meeting.		SAB meetings grow to more than the required numbers for each.
Graduation Rate	2019-20 94% 2018-19 92%	20 - 21 86%	2021-22; 96.7%		95%
Student School Climate Survey	2019-20 75% positive, 25% negative 2019-18 50% positive, 50% negative	Climate survey - students from The Met did not participate in the 20-21 survey	The Met participated in the district-wide climate survey but 0% of students participated. The Met administered an online survey student survey in Spring 2021, to measure perceptions of school safety and connectedness. The following are the findings of the 89 students in grades 9-12 who participated in the Spring 2021 survey: 89% agree/strongly agree they feel welcomed, or connected, at The Met. 84% agree/strongly agree feel that the school offers a safe atmosphere. These		90% positive

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			percentages are among the highest in the District. 95% agree/strongly agree that benefit from their internship experience.		

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Attendance	Parent notification on student absences through phone and email messaging. Intervention conferences with students who are not achieving expected attendance & achievement levels. Written notification to parents for students with excessive absences.		No
3.2	School Advisory Board (SAB)	Increase parent involvement at SAB meeting to increase decision making with stakeholders		No
3.3	Parent Teacher Home Visits	Continue to build the Parent Teacher Home Visit program. This program helps to facilitate home visit experiences that engage, families, educators, and students as a team. Protocols help educators and families to build trust, communication, and common goals.		No
3.4	Schoology Training	Host sessions to train parents (English and Spanish) on how to use Schoology		No
3.5	Recruitment	Increase recruitment and informational activities to improve recruitment numbers		No

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

All of the actions in this goal are connected to generally improving engagement and climate on campus.

Action 1 speaks to attendance and establishing a system to better monitor student absences. Advisors have always played a critical role in working with families of their advisory students families. Greater focus was placed on this due to students returning back to in person learning. Advisors in conjunction with our office staff worked to identify students with excessive absences and then worked to identify supports that could be put into place to support the student and family.

Action 2 showed an increase parents volunteering to sit on the School Advisory Board (SAB).

Action 5 focused on recruitment for the 23-24 school year. A school wide focus has been placed on this. We have reached out to all of the counselors at the middle schools and have scheduled visits to speak with their students. We also have gone back to in person shadow days. Based on enrollment data from last year we have improved the number of students recruited for next year.

In addition to these action, we developed a stronger partnership with our district safety team. Our school safety officer comes by on a regular basis and is forming relationships with our students.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences for this goal. No money was allocated to the implementation of this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

While not mentioned in the action items, we are continuing to build relationships with our district safety team and social workers. We currently have a safety officer on site 3 days a week that has began building relationships with our students to help improve our school climate and lower suspension rates. We also have our social worker regularly meeting with students to help with the school climate as well.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A continued focus on school culture and parent involvement will continue to a focus and we hope to see the number of persons involved in SAB, attending school events increase in the coming year.s

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Prepare students to be College and Career Ready.

An explanation of why the LEA has developed this goal.

The 2019 College and Career indicator is currently orange with 24.2 % of the 2019 cohort unprepared for college and career. This indicator uses the following criteria: 1. Career Technical Education Pathway completion (not offered by the Met) 2. Grade 11 Smarter Balanced Summative Assessments in ELA and math 3. Advanced Placement exams (not offered at the Met) 4. International Baccalaureate Exams(not offered at the Met) 5. College credit college courses 6. A-G completion 7. State Seal of Biliteracy 8. Military Science /Leadership (not offered at the Met). In order to achieve the highest status, lose attention

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard College and Career Readiness	18-19 school year 24.2 % of students are prepared for College and Career	CA Dashboard did not report this data for College and Career Readiness for 2020-21	CA Dashboard did not report this data for College and Career Readiness for 2021-22		70% of students on track for college and career readiness
Enroll 10th grade students HCD 116 & 330	20-21 school year 6% of 10th graders enrolled in HCD 116 or 330	54% of 10th grade students enrolled in HCD 330 81% of 10th grade students enrolled in HCD 116	163 students were enrolled in at least one community college course.		95% of 10th graders will complete HCD 116 & 330.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	College and Career Readiness	Increase graduation rate and college acceptance	\$24,471.00	No
4.2	Counseling	Students are encouraged to begin preparation for their post secondary lives. Our counselor meets with all students to review colleges, fill out FAFSA and she holds workshops to help students in preparing for college or technical school after graduation	\$24,471.00	No
4.3	Sacramento City College	Sacramento City counselor will work with Met students to develop Educational Plans, and ensure students are on track to meet A-G requirements.		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

When comparing the planned actions with the actual implementation, there are notable differences worth mentioning. In terms of preparing our students academically for college, career, and beyond, we successfully achieved an increase in the number of students taking college courses this year. However, it is important to highlight that a significant number of students, thanks to our partnership with Sacramento City College, choose to enroll at Sac City College initially and then transfer to four-year universities. This pathway provides them with a seamless transition towards their desired higher education institutions. Additionally, through our internship program, students gain exposure to various career fields, which often leads them to consider enrolling at trade schools for specialized training in their chosen career paths. These substantive differences demonstrate the diverse pathways our students pursue in their pursuit of academic and career success.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The budgeted expenditures and the estimated actual expenditures were congruent. The budgeted cost for our counselor was fully utilized.

An explanation of how effective the specific actions were in making progress toward the goal.

Actions 2 and 3 have proven to be incredibly impactful in advancing towards our objective. Presently, we have achieved a notable increase in student enrollment in Sacramento City courses. Furthermore, we have successfully expanded the scope of students engaging with the college counselor, allowing them to develop comprehensive four-year plans. Additionally, by incorporating HCD courses into the curriculum

for 9th grade students, we are providing them with early exposure to college-level courses. This exposure enables them to grasp the advantages of being dual-enrolled students, such as earning college credits while fulfilling graduation requirements.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We moved away from enrolling just 10th graders in HCD 116 and 330. We are currently enrolling 9th graders in these courses to provide them with earlier college exposure, which has helped in increasing our overall number of students taking college courses.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
257,293.0000	37,576.50

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
9.66%	0.00%	\$0.00	9.66%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The Met's unduplicated students make up 49% of the student enrollment. These groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest levels of parent engagement therefore this LCAP was written with the actions primarily directed to supporting these students. All actions were developed using careful analysis of data and input from stakeholders. These contributing are principally directed towards our unduplicated student population to help the met be effective in meeting our LCAP goals and the identified needs of the unduplicated student groups.

Our unduplicated students lack access to academic counseling services and college readiness activities as compared to peers who have more financial resources, speak English at home, or have family members who have graduated college. Many will be the first to pursue postsecondary education. Implementing a robust and predictable academic counseling services providing all students guidance to support their successful navigation of high school and the path to college and career. The Met will be working with SCUSD to design a stronger counseling and academic program to focus on the needs of unduplicated students.

The School Advisory Board (SAB) will also be working to increase the number of parents that are actively engaging in the decision making process of the school. This has been identified as a critical area for our site especially for parents of unduplicated students.

Actions 1.3 , 4.1 and 4.2 directly address supports being provided to unduplicated students:

1.3 - improve student academic outcomes

4.1 - Increase graduation rate and college acceptance

4.2 - Review of post secondary plans with counselor

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Using the calculation tool provided by the state, the Met has calculated that will receive \$264,856.00 in Supplemental and or Concentration funding under the Local Funding Formula (LCFF). The proportionality percentage to increase or improve services has been calculated at 11.10%. The Met will plan to expend all the supplemental and or concentration funds on actions and services that are principally directed towards the unduplicated student population.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

All actions and expenditures of funds marked as contributing to increase or improved services were developed focusing on needs, conditions, or circumstances of our unduplicated population with further consideration that best meets the identified needs of these students. Some of these actions and services are being performed on a school wide basis through after school in order to increase the overall efficiency and effectiveness. However, we have identified math as a specific area to target low income, foster and EL students. This funding will be go towards tutoring, and towards the purchase of IXL. IXL which identify the levels and students can work towards content mastery.

After school tutoring will be offered to our students taking math. A credentialed math teacher will offer extra help after school on Monday and Wednesday. We also have started using IXL which provides additional support to students at their identified levels in both math and ELA.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		12:140
Staff-to-student ratio of certificated staff providing direct services to students		12:240

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,724,505.00	\$5,000.00			\$1,729,505.00	\$1,724,505.00	\$5,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Staffing	All	\$1,376,822.00				\$1,376,822.00
1	1.2	Professional development and collaboration	All					
1	1.3	Greater implementation of state standards for all students in ELA & Math	English Learners Foster Youth Low Income	\$298,741.00				\$298,741.00
2	2.1	Improve and realign project work for advisory	All		\$5,000.00			\$5,000.00
3	3.1	Attendance	All					
3	3.2	School Advisory Board (SAB)	All					
3	3.3	Parent Teacher Home Visits	All					
3	3.4	Schoology Training	All					
3	3.5	Recruitment	All					
4	4.1	College and Career Readiness	All English Learners Foster Youth Low Income	\$24,471.00				\$24,471.00
4	4.2	Counseling	All English Learners Foster Youth Low Income	\$24,471.00				\$24,471.00
4	4.3	Sacramento City College	All					

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$2,664,832.00	257,293.0000	9.66%	0.00%	9.66%	\$298,741.00	0.00%	11.21 %	Total:	\$298,741.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$298,741.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.3	Greater implementation of state standards for all students in ELA & Math	Yes	Schoolwide	English Learners Foster Youth Low Income		\$298,741.00	
4	4.1	College and Career Readiness			English Learners Foster Youth Low Income		\$24,471.00	
4	4.2	Counseling			English Learners Foster Youth Low Income		\$24,471.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$2,136,500.00	\$2,166,950.83

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Staffing	No	\$1,845,494.00	1893454.54
1	1.2	Professional development and collaboration	No		
1	1.3	Staffing	Yes	\$238,399.00	249,580.36
2	2.1	Improve and realign project work for advisory	No	\$5,000.00	0
3	3.1	Attendance	No		
3	3.2	School Advisory Board (SAB)	No		
3	3.3	Parent Teacher Home Visits	No		
3	3.4	Schoology Training	No		
3	3.5	Recruitment	No		
3	3.6	School events			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.1	College and Career Readiness	No	\$23,803.50	0
4	4.2	Counseling	Yes	\$23,803.50	23,915.93
4	4.3	Sacramento City College	No		

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$238,399.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.3	Staffing	Yes	\$238,399.00			
4	4.2	Counseling	Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
2,873,690.00		0%	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

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

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Bowling Green Charter School

CDS Code: 34-67439-6033799

School Year: 2023-24

LEA contact information:

Sylvia Silva-Torres & Susan Gibson

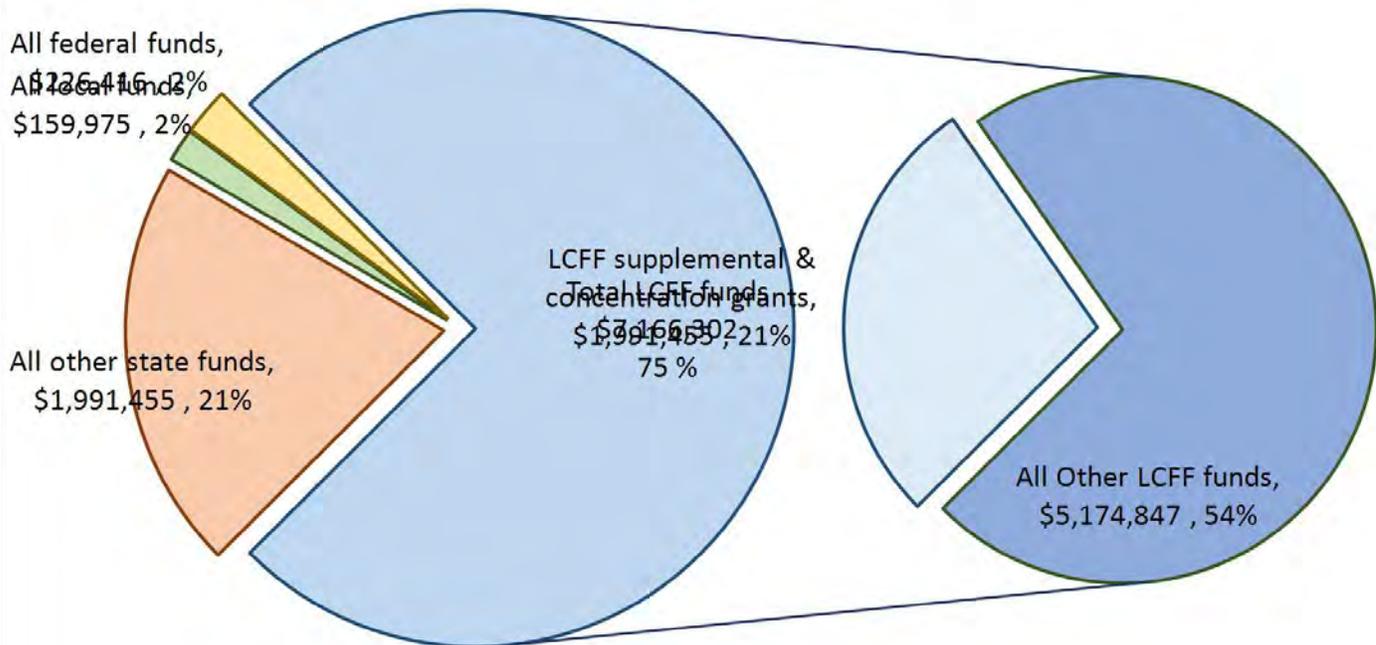
Principals, Bowling Green Chacon & McCoy

(916)395-5215 & (916)395-5210

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

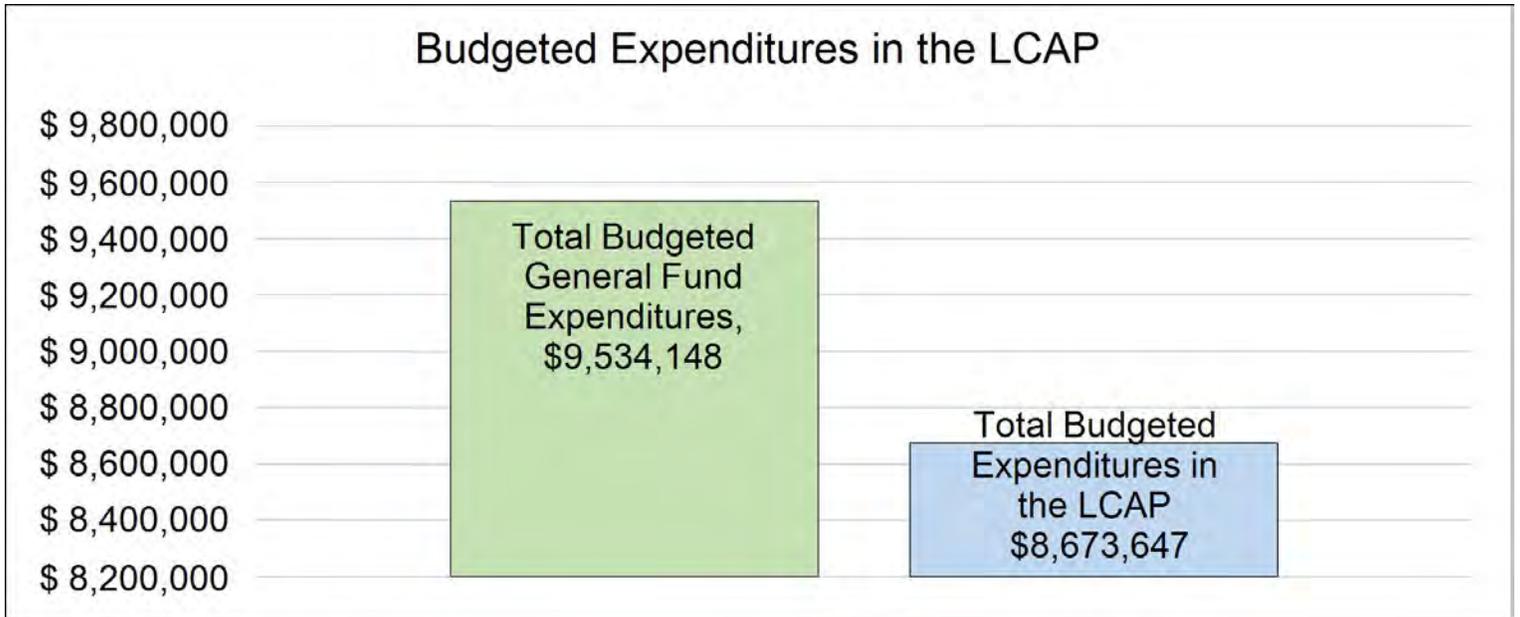


This chart shows the total general purpose revenue Bowling Green Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Bowling Green Charter School is \$9,544,148, of which \$7,166,302 is Local Control Funding Formula (LCFF), \$1,991,455.00 is other state funds, \$159,975 is local funds, and \$226,416.00 is federal funds. Of the \$7,166,302 in LCFF Funds, \$1,991,455.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Bowling Green Charter School plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

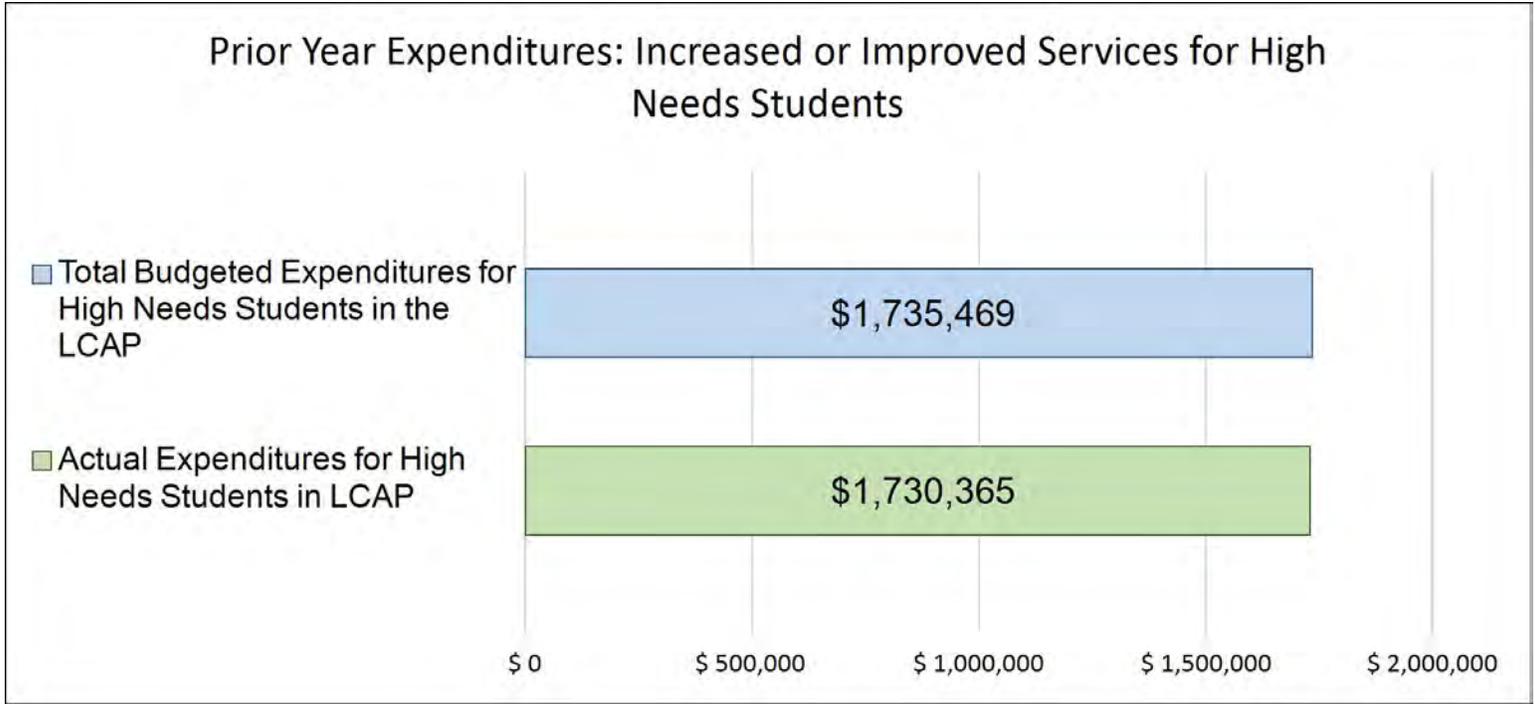
The text description of the above chart is as follows: Bowling Green Charter School plans to spend \$9,534,148 for the 2023-24 school year. Of that amount, \$8,673,647 is tied to actions/services in the LCAP and \$860,501 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Bowling Green Charter School is projecting it will receive \$1,991,455.00 based on the enrollment of foster youth, English learner, and low-income students. Bowling Green Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Bowling Green Charter School plans to spend \$1,927,529 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Bowling Green Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Bowling Green Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Bowling Green Charter School's LCAP budgeted \$1,735,469 for planned actions to increase or improve services for high needs students. Bowling Green Charter School actually spent \$1,730,365 for actions to increase or improve services for high needs students in 2022-23.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bowling Green Charter School	Sylvia Silva-Torres & Susan Gibson Principals, Bowling Green Chacon & McCoy	sylvia-silva-torres@scusd.edu & amber-sutton@scusd.edu (916)395-5215 & (916)395-5210

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Bowling Green Elementary Charter School has been a successful charter school since 1993. In that time, the focus has always been on supporting students to meet high expectations for academic achievement by flexibly responding to the changing needs of our community. Today, Bowling Green Elementary is composed of 730 students, 91.6% of whom come from socioeconomically disadvantaged homes. 43% of our students are English learners and about 1% are foster youth.

Our vision is that all our students, regardless of background, will leave Bowling Green Charter School proficient in all grade-level standards and, furthermore be:

- critical thinkers with a passion for learning
- caring and culturally aware
- confident individuals who apply life skills to become well-rounded, proactive members of society

To achieve this vision, we will engage all students in rigorous, standards-based curriculum that both requires and nurtures critical thinking, self-efficacy, empathy, and cultural awareness. Because students, families, and all other stakeholders have unique strengths and needs, we will offer distinct educational programs through our small learning communities (SLCs): the Ken McCoy Academy for Excellence (McCoy) and the Chacón Language and Science Academy (Chacon). As they have since 2008, each SLC will operate independently to maximize the ability to respond to community needs as they evolve.

Throughout this document, you will see the two distinct SLCs reflected. While much collaboration and partnership exists between the two small learning communities, the stakeholder engagement, goals, actions, and metrics in the LCAP will all reflect the unique needs of each SLC’s population.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

At the start of the three-year period covered by the last LCAP, a large investment was made in professional development regarding implementation of integrated and designated ELD. This ongoing training, which included onsite coaching, supported teachers to plan integrated units of study that addressed the language demands content area instruction, primarily in ELA instruction. We have seen evidence of the effectiveness of this work on the California Dashboard in both the English Language Arts measure and the English Learner Progress measure.

Additionally, time and money was dedicated to overcoming the achievement gap in literacy seen in students identified as socioeconomically disadvantaged as well as for African American students. This need was addressed through implementation of needs-based, small-group instruction. Our English Language Arts measure on the last updated California Dashboard (2019) reflects that our African American students and our socioeconomically disadvantaged students are improving at faster rates than any other subgroup, 19pts and 11.3 points respectively.

Bowling Green has invested money into the Student Support Center to keep a full time Social Worker available for the increasing needs of our students social and emotional health needs. These investments have shown extreme value for our students, particularly following the return to school from closures during the pandemic. Students are receiving SEL curriculum as well as one on one supports through the center. Many others are receiving connections to counseling and community supports with the aide of our SSC.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

For both English Language Arts and Mathematics, students with disabilities scored in the red on the California Dashboard. Both SLCs are working collaboratively with the Sacramento City Unified School district on a Special Education improvement plan. While there is clearly work to be done in this area, our vertically articulated data shows that our students with disabilities are improving on pace with or slightly faster than all students (28 points and 26 points respectively) in English . Our analysis shows that the improvement may take longer to show up in state testing levels because our special education students started lower, as relative to other student subgroups. We see that our strategies to improve English Language Arts achievement are having the desired effect on students with disabilities as well. There will be a greater focus on Special Education students in the coming year.

However, a large group of students are chronically absent at rates higher than other school sites. With the ebb and flow of COVID related absences, we see a need to renorm our community to school attendance. There are provisions for this work in this LCAP.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Bowling Green Charter is committed to providing high quality instruction for all students in a safe and engaging environment. The goals outlined in this document reflect this commitment for our unique charter. First we will ensure a safe school environment through staffing, maintenance, and operations. We have found success in these areas previously and will continue to work on improvements in other areas without losing traction in the areas we have been successful. For our second goal we are focused on academic increases in achievement across the ELA and mathematics strands. A needs assessment done by staff and steering committee showed an overall increase in achievement which was not equally shared by all subgroups. We have identified that our African American students and our students with disabilities are improving at a slower rate. We intend to address the disparity in achievement across our subgroups through the implementation of intervention materials, highly qualified instructional aides, and maintaining small class sizes for individualized instruction. As our third focused goal, we intend to increase the number of our English learners showing progress towards proficiency. Our school serves 45.8% English learners who will not make adequate progress without specific attention to their academic and social-emotional strengths and needs. To address these needs, Bowling Green will provide high quality ELD instruction in the classroom, support families with academic monitoring and conferences translated in their home language, and encourage increased parent involvement. With these supports in place we believe our English learners will show progress towards proficiency. Unfortunately, Bowling Green has seen a rise in chronic absenteeism and disengagement, especially following the return to school from the pandemic. For our fourth goal we will focus on improving our daily attendance to improve our overall attendance goals. This includes intense attendance tracking including daily phone calls and contact to encourage all students to attend school regularly. We will focus on rewarding perfect attendance and offer incentives to improve attendance for students categorized as disengaged or chronically absent. For our fifth and final goal, Bowling Green will focus on providing a safe and supportive environment with strong adult relationships and a sense of belonging, especially for our African American students. A needs assessment done by staff and steering committee highlighted the gap for our African American students across academics, attendance, and behavior data. We recognize that a root cause is likely our school climate and the way our African American students and families are experiencing school in general. We are committed to addressing this issue through efforts to improve our overall school climate, but also focusing efforts specifically to improve relationships with African American students and families.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

--

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The LCAP was developed in collaboration by the Steering Committees (which serve as School Site Councils) of each small learning community within Bowling Green Elementary School. Input is provided in the way of recommendations by the English Learner Advisory Committee. Input was also requested from staff and was shared with Steering Committee to inform their decision-making process.

Dates of Engagement:

Steering: 8/26/22, 10/3/22, 10/31/22, 11/28/22, 1/12/23, 2/27/23, 3/27/23, 5/1/23, 5/30/23, 6/12/23

ELAC: 5/8/23, 6/5/23

A summary of the feedback provided by specific educational partners.

Administration worked closely with staff, community, Steering, and ELAC to elicit feedback on prioritization of funding. Feedback overwhelmingly showed a need for increased instructional aides, full Student Support Center at each SLC, class size reduction to address learning needs, and materials and technology to support student learning in a more robust classroom environment. Other public input included desire for more facilities staffing and attendance clerk.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

All aspects of the LCAP were influenced by the input of educational partners. The goals were created collaboratively with Steering Committee by reviewing data as well as reviewing staff recommendation based on their data review. The goals were then revised to be more clear to people by removing "educational jargon." The metrics were presented and Steering Committee collaboratively set objectives with those metrics that would show us we were achieving our goals. Goals that were common to both small learning communities were combined, and the remaining goals were kept separate to show the unique focus of each small learning community.

Goals and Actions

Goal

Goal #	Description
1	A basic educational core will be provided in an environment that is safe, clean, and supportive.

An explanation of why the LEA has developed this goal.

This maintenance goal is to ensure that as we focus on our improvement areas, we do not lose traction in the areas we have found success.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: Teachers, Instructional Materials, Facilities 2019	Standard Met	Standard Met	Standard Met		Standard Met
Dashboard: Implementation of Academic Standards 2019	Standard Met	Standard Met	Standard Met		Standard Met
Dashboard: Access to a Broad Course of Study 2019	Standard Met	Standard Met	Standard Met		Standard Met
SARC: Percent of Teachers with Full Credential 2021	100%	100%	100%		100%
SARC: School Facility Good Repair Status 2021	Good	Good	Good		Good

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Basic Operations Staffing for McCoy	Principal, Office Manager, Plant Manager, Custodian, substitute operations staff	\$420,872.00	No
1.2	Basic Teaching Staff for McCoy	14 teachers and substitute funding	\$2,141,713.00	No
1.3	Basic Operational Costs for McCoy	Supplies, copier rental, utilities, and reserve	\$492,705.00	No
1.4	District Costs for McCoy	Oversight, district admin support, pro rata (facility use), utilities	\$366,890.00	No
1.5	Basic Operations Staffing for Chacon	Principal, Office Manager, Clerk, Plant Manager, Custodian, substitute operations staff	\$495,550.00	No
1.6	Basic Teaching Staff for Chacon	10 teachers and head teacher, plus substitutes	\$1,432,695.00	No
1.7	Basic Operational Costs for Chacon	Supplies, copier rental, utilities, and reserve	\$419,434.00	No
1.8	District Costs for Chacon	SpEd services, oversight, admin and instructional support, pro rata (facility rent)	\$758,652.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Most positions were fully staffed in the 2022-23 school year. McCoy was unable to hire a clerk but the position will hopefully be filled moving forward. Some vacancies of SPOM and custodian also occurred and will be remedied in the coming year. McCoy only had a permanent principal for a portion of the year. A temporary principal was in place for the other time periods.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Any material differences were due to unfilled vacancies.

An explanation of how effective the specific actions were in making progress toward the goal.

When the school is fully staffed, the school is able to ensure that the students are safe, comfortable and welcome. Credentialed teachers were fully staffed but some vacancies in other positions made this difficult at times. This is particularly true with regard to facilities and special education.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes. Additional efforts will be made to fully staff all positions.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Promote the growth towards meeting or exceeding standards in English Language Arts (ELA) and Mathematics for all students, particularly our underserved subpopulations, as demonstrated through local formative assessments and course grades.

An explanation of why the LEA has developed this goal.

Based on our needs assessment done by staff and steering committee, we see an overall increase in achievement. This success has not been equally shared by all subgroups, however. We have identified that our African American students and our students with disabilities are improving at a slower rate. With this goal, we intend to address the disparity in achievement across our subgroups.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: Academic Indicator ELA 2019	Dashboard 2019: 38.5 points below standard	iReady 2021 (all grades): Percent at or above grade level - 12.9% 2021/22 Dashboard not yet available	2022 Dashboard: 58 points below standard.		33.5 points below standard
Dashboard: Academic Indicator ELA for Students with Disabilities 2019	Dashboard 2019: 87.2 points below standard	iReady 2021 (all grades): Percent at or above grade level - 0% 2021/22 Dashboard not yet available	2022 Dashboard: 120 points below standard		80 points below standard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: Academic Indicator Math 2019	Dashboard 2019: 41.7 points below standard	iReady 2021 (all grades): Percent at or above grade level - 5.2% 2021/22 Dashboard not yet available	2022 Dashboard: 72 points below standard.		36.7 points below standard
Dashboard: Academic Indicator Math for Students with Disabilities 2019	Dashboard 2019: 102.4 points below standard	iReady 2021 (all grades): Percent at or above grade level - 0% 2021/22 Dashboard not yet available	2022 Dashboard: 131 points below standard.		95 points below standard

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Implement academic interventions and support in ELA and Math at McCoy	Instructional aides will provide targeted support in foundational ELA and Math skills in grades K-2. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades.	\$77,967.00	Yes
2.2	Class Size Reduction at McCoy	Class sizes in primary grades shall be reduced to 24 to 1 in order to provide increased opportunity for targeted intervention in ELA and Mathematics within those classrooms by the classroom teacher.	\$657,083.00	Yes
2.3	Encourage reading across the curriculum and at home (McCoy)	In addition to classroom libraries, students will have access to an expansive school library including books in both English and Spanish.	\$7,151.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.4	Implement academic interventions and support in ELA and Math at Chacon	Instructional aides will provide targeted support in foundational ELA and Math skills in all grades. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades	\$215,716.00	Yes
2.5	Class Size Reduction at Chacon	Class sizes in primary grades shall be reduced to 24 to 1 and 28 to 1 in the intermediate classes in order to provide increased opportunity for targeted intervention in ELA and Mathematics within those classrooms by the classroom teacher	\$669,007.00	Yes
2.6	Encourage reading across the curriculum and at home	In addition to classroom libraries, students will have access to an expansive school library including books in both English and Spanish. (Library Media Tech)	\$26,737.00	Yes
2.7	Intervention at Chacon	Provide intervention to support academic supports to students that are performing below grade-level (Instructional Aide Extra Hours)	\$0.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The librarian position was unstaffed in 2022-23. The position has been reposted and will hopefully be staffed in 2023-24. Other avenues for making the library more available are being explored. All other positions were staffed and intervention services were in place.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The librarian position was unstaffed in 2022-23. Some aide positions were unfilled.

An explanation of how effective the specific actions were in making progress toward the goal.

Smaller class size was helpful in allowing teachers to provide more support. When specific intervention occurred, teachers reported student growth.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

None.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	English Learners showing progress toward proficiency will increase from 50% to 55%.

An explanation of why the LEA has developed this goal.

Our school serves 45.8% English learners and all academic offerings must be done with that context in mind. Our English learners will not make adequate progress without specific attention to their academic and social-emotional strengths and needs.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: English Learner Progress Metric 2019	Dashboard 2019: 50% Making progress toward English language proficiency	2020/2021 Dashboard results not yet available Mid Year Report (Illuminate): McCoy 47.1% Chacon 34.5%	2022 Dashboard: 55.1% Making progress towards proficiency		55% Making progress toward English language proficiency

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	English language instruction and access to core content at McCoy	Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified students. Instructional aides support will be provided for older newcomer students.	\$128,604.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.2	Provide translation to increase parent involvement in education at McCoy	Offer translation services for meeting to increase the number of parents attending school meetings.	\$3,000.00	Yes
3.3	Monitor academic progress at Chacon	Academic Conferences to monitor academic progress (Sub costs to release teachers)	\$5,977.00	Yes
3.4	Provide translation to increase parent involvement in education at Chacon	Offer translation services for meeting to increase the number of parents attending school meetings.	\$0.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Substitutes were brought in to release teachers to improve family conferences and student assessment. Instructional Aides to support Newcomer students in intermediate grade levels are effective in transitioning new students in to the school.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

None.

An explanation of how effective the specific actions were in making progress toward the goal.

Newcomer students are much more able to access curriculum in the classroom thanks to this intervention. The intervention provided through sub costs allowed for more intensive support of struggling students.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

None.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Improve daily attendance and implement plans to improve chronic absenteeism rates, particularly among our African American students, students with disabilities, and socioeconomically disadvantaged students.

An explanation of why the LEA has developed this goal.

Chronic absenteeism and disengagement has been on the rise across the Bowling Green Charter School, increasing 1.5%. We will focus on improving our daily attendance to improve our overall attendance goals.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: Chronic Absenteeism among African American students 2019	Dashboard 2019: 24.1%	2020/2021 SARC: 31% 2022 Mid Year (Illuminate) McCoy: 72.5% Chacon: 46.2%	2022 Dashboard: 59.2% Chronic Absence		20%
Dashboard: Chronic Absenteeism among students with disabilities 2019	Dashboard 2019: 12.5%	2020/2021 SARC: 3.3.% 2022 Mid Year (Illuminate) McCoy: 54.3% Chacon: 20%	2022 Dashboard: 37.1% Chronic Absence		10%
Dashboard: Chronic Absenteeism among socioeconomically	Dashboard 2019: 9.3%	2020/2021 SARC: 10.2%	2022 Dashboard: 32.5% Chronic Absence		8%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
disadvantaged students 2019		2022 Mid Year (Illuminate) McCoy: 50.8% Chacon: 23.9%			

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Attendance Tracking	Daily phone calls to verify absences, home visits, and programs to encourage engagement.	\$0.00	Yes
4.2	Attendance Incentive Programs	Incentives for students with improved attendance, perfect attendance awards.	\$0.00	No
4.3	Increased Attendance Staffing	Attendance Clerks for both schools		No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Attendance continued to be a difficulty. The attendance clerk position at McCoy was left vacant due to lack of candidates. In addition, community wide confusion about isolation and quarantine took a toll on students' attendance.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

McCoy Attendance clerk position remained vacant.

An explanation of how effective the specific actions were in making progress toward the goal.

As described above, this proved to be a more complex issue than anticipated. More attention will be paid to this in the coming year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

None.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	Increase the percentage of students who feel that school is a safe and supportive environment with strong adult relationships and a sense of belonging, especially for our African American students.

An explanation of why the LEA has developed this goal.

Based on our needs assessment done by staff and steering committee, we notice that the gap for our African American students cuts across academics, attendance, and behavior data. We recognize that a root cause is likely our school climate and the way our African American students and families are experiencing school in general. We are committed to addressing this issue through efforts to improve our overall school climate, but also focusing efforts specifically to improve relationships with African American students and families.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Dashboard: Parent and Family Engagement 2019	Dashboard 2019: Standard Met	2020/21 Dashboard results not yet available	21-22 Dashboard: Standard Met		Standard Met
Dashboard: Suspension Rate Indicator 2019	Dashboard 2019: 1.3 percent suspended at least once	2020/21 Dashboard results not yet available 2020/21 SARC:0% Mid Year Report (Illuminate) McCoy 0.2% Chacon 0%	21-22 Dashboard results: 0.1% suspended at least one day.		Maintain at 1.3 percent
Dashboard: School Climate Indicator 2019	Dashboard 2019: Standard Met	2020/21 Dashboard results not yet available	21-22 Dashboard: Standard Met		Standard Met

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School Climate Survey Data for African American Students 2020	School Climate Survey 2020: 64%	School Climate Survey 21-22: 64%			75%
School Climate Survey Data for All Students 2020	School Climate Survey 2020: 73%	School Climate Survey 21-22: 73%	2021-22 School Climate Survey: 72%		80%

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	Student Support/Parent Resource Center (McCoy)	Staff and supply a student support/parent resource center to support the social-emotional needs of students, connect families to community resources, provide family outreach, and actively develop school-community partnerships.	\$201,503.00	Yes
5.2	Encourage Parent Involvement (McCoy)	Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee	\$2,411.00	Yes
5.3	Build Stronger Peer Relationships (McCoy)	Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment. School Community Liaison to bridge the connections between school, student, and family.	\$0.00	Yes
5.4	Student Support/Parent Resource Center (Chacon)	Staff and supply a student support/parent resource center to support the social-emotional needs of students, connect families to community resources, provide family outreach, and actively develop school-community partnerships.	\$147,569.00	Yes

Action #	Title	Description	Total Funds	Contributing
5.5	Encourage Parent Involvement (Chacon)	Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee	\$2,411.00	Yes
5.6	Build Stronger Peer Relationships (Chacon)	Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment.	\$0.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

None

An explanation of how effective the specific actions were in making progress toward the goal.

Student support center initiated referrals to meet student and family needs.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

None

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$1,878,308	\$155,589

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
28.88%	0.00%	\$0.00	28.88%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

There are several actions that are being implemented at Bowling Green Charter that are increasing or improving services for unduplicated students. The explanation below includes discussion of outcome data and implementation results.

Bowling Green has identified the use of funds to provide academic interventions to students across all subgroups, however there has been significant considerations for our English Learners. In the last dashboard information released (2019) EL students were identified as 75.5 points below standard in ELA as compared to English only students being 39 points below standard. Our focus on reading across the curriculum and targeted interventions for students is aimed to increase the points towards standard as well as to increase student achievement in all subjects.

Bowling Green is maintaining the use of funds to reduce class size at grades K-3 and to provide targeted instruction in the form of additional staffing. Class size reduction (maintaining class size at 24:1) at K-3 allows the school to maintain programs above and beyond what would be possible with base funding alone. Given the broad nature of this action, it is difficult to attribute any specific causal relationship or correlation to a specific improvement or other outcome. There is community interest in maintaining the breadth and depth of program offerings. In the school's consideration of budget proposals during the 2021-22 school year, educational partners emphasized the importance of maintaining current program offerings that enable the school to meet a range of student and family needs and interests.

The Student Support and Parent Resource Center is an important part of the schools effort to provide students wrap-around supports. Student Support and Parent Resource Services efforts are especially focused on students who have less access outside school to mental

and physical health care and resources. Additional social, emotional, and mental health supports has been a priority expressed ongoing and emphatically across stakeholder groups. The need for more mental health counseling and access to social workers has recurred throughout engagement activities. Student Support Services staff have increased the scope of services provided significantly. In providing responsive services to students based on their Early Identification and Intervention System (EIS) indicators, the rates for unduplicated student groups were all above that for 'All students.' While all students received Tier 1 universal services from the SSC, Tier 2 targeted intervention were provided to 11.3% (92 students) and Tier 3 intensive intervention was provided to 4.9% (40 students). While there is certainly room for improvement, these rates demonstrate that efforts are being focused at higher levels to unduplicated populations. This focus will continue, with the intention of directing staff efforts and resources to those students groups who are demonstrating the highest needs. Bowling Green has allocated funding towards improving peer relationships at school. The need for these supports as evidenced by Chronic Absenteeism Rates rising significantly. In this first year of full return to school and the lingering presence of COVID, this gap has widened and a significant gap has emerged for Socioeconomically Disadvantaged students. In addition, we see a disproportion in the suspension rates of our African American students. The funds allocated to improve peer relationships will serve as a means to lower these rates.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Overall, services for Foster Youth, English Learners, and low-income students are being increased or improved through a range of actions that include actions focusing only on one or more unduplicated student groups, actions that are funded by multiple resources with one or more components focused on the needs of unduplicated students, and actions that are funded only/primarily by LCFF funds and implemented broadly, with the expectation that implementation is principally benefitting unduplicated students.

The actions and services described in this plan that are being provided as an increase or improvement to unduplicated students include:

- Academic Interventions in ELA and Mathematics
- Class Size Reduction
- Encouraging Reading Across the Curriculum
- Student Support and Parent Center
- Parent Involvement
- Build Stronger Peer Relationships

Of the actions described within this plan, several are services that are provided only or primarily to unduplicated students and their families. These include:

- English language instruction and access to core content
- Provide translation to increase parent involvement in education

Actions described in this plan that are funded by multiple resources and have components with a particular focus on increasing and improving services for unduplicated pupils include:

- Academic Interventions in ELA and Mathematics

- Encourage Parent Involvement

Actions that are funded only/primarily by LCFF funding, are being implemented on a broad basis, and are intended to principally benefit unduplicated students include the following. Detailed descriptions of these actions have been provided in the previous section:

- Class Size Reduction
- Encourage Reading Across the Curriculum
- Student Support and Parent Resource Center
- Build Stronger Peer Relationships

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Bowling Green functions as a single school LEA. These funds will be utilized here in the following ways:

- Instructional Aide Support
- Campus and student safety
- Reduced class sizes
- Instructional materials
- Student Support Center

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		48:1
Staff-to-student ratio of certificated staff providing direct services to students		24:1

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$8,456,040.00			\$217,607.00	\$8,673,647.00	\$6,472,693.00	\$2,200,954.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Basic Operations Staffing for McCoy	All	\$420,872.00				\$420,872.00
1	1.2	Basic Teaching Staff for McCoy	All	\$2,141,713.00				\$2,141,713.00
1	1.3	Basic Operational Costs for McCoy	All	\$492,705.00				\$492,705.00
1	1.4	District Costs for McCoy	All	\$366,890.00				\$366,890.00
1	1.5	Basic Operations Staffing for Chacon	All	\$495,550.00				\$495,550.00
1	1.6	Basic Teaching Staff for Chacon	All	\$1,432,695.00				\$1,432,695.00
1	1.7	Basic Operational Costs for Chacon	All	\$419,434.00				\$419,434.00
1	1.8	District Costs for Chacon	All Students with Disabilities	\$758,652.00				\$758,652.00
2	2.1	Implement academic interventions and support in ELA and Math at McCoy	English Learners Foster Youth Low Income	\$77,967.00				\$77,967.00
2	2.2	Class Size Reduction at McCoy	English Learners Foster Youth Low Income	\$657,083.00				\$657,083.00
2	2.3	Encourage reading across the curriculum and at home (McCoy)	English Learners Foster Youth Low Income				\$7,151.00	\$7,151.00
2	2.4	Implement academic interventions and support in ELA and Math at Chacon	English Learners Foster Youth Low Income	\$170,262.00			\$45,454.00	\$215,716.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.5	Class Size Reduction at Chacon	English Learners Foster Youth Low Income	\$669,007.00				\$669,007.00
2	2.6	Encourage reading across the curriculum and at home	English Learners Foster Youth Low Income	\$26,737.00				\$26,737.00
2	2.7	Intervention at Chacon	English Learners Foster Youth Low Income	\$0.00				\$0.00
3	3.1	English language instruction and access to core content at McCoy	English Learners	\$128,604.00				\$128,604.00
3	3.2	Provide translation to increase parent involvement in education at McCoy	English Learners	\$3,000.00				\$3,000.00
3	3.3	Monitor academic progress at Chacon	English Learners				\$5,977.00	\$5,977.00
3	3.4	Provide translation to increase parent involvement in education at Chacon	English Learners	\$0.00				\$0.00
4	4.1	Attendance Tracking	English Learners Foster Youth Low Income	\$0.00				\$0.00
4	4.2	Attendance Incentive Programs	All	\$0.00				\$0.00
4	4.3	Increased Attendance Staffing	All					
5	5.1	Student Support/Parent Resource Center (McCoy)	English Learners Foster Youth Low Income	\$91,572.00			\$109,931.00	\$201,503.00
5	5.2	Encourage Parent Involvement (McCoy)	Foster Youth Low Income				\$2,411.00	\$2,411.00
5	5.3	Build Stronger Peer Relationships (McCoy)	English Learners Foster Youth Low Income	\$0.00				\$0.00
5	5.4	Student Support/Parent	English Learners Foster Youth	\$103,297.00			\$44,272.00	\$147,569.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Resource Center (Chacon)	Low Income					
5	5.5	Encourage Parent Involvement (Chacon)	English Learners				\$2,411.00	\$2,411.00
5	5.6	Build Stronger Peer Relationships (Chacon)	Foster Youth Low Income	\$0.00				\$0.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$6,503,759	\$1,878,308	28.88%	0.00%	28.88%	\$1,927,529.00	0.00%	29.64 %	Total:	\$1,927,529.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$151,004.00
								Schoolwide Total:	\$1,795,925.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.1	Implement academic interventions and support in ELA and Math at McCoy	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: McCoy Academy	\$77,967.00	
2	2.2	Class Size Reduction at McCoy	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: McCoy Academy	\$657,083.00	
2	2.3	Encourage reading across the curriculum and at home (McCoy)	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: McCoy Academy		
2	2.4	Implement academic interventions and support in ELA and Math at Chacon	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Bowling Green Chacon Science & Language Academy	\$170,262.00	
2	2.5	Class Size Reduction at Chacon	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Chacon Language & Science Academy	\$669,007.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.6	Encourage reading across the curriculum and at home	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$26,737.00	
2	2.7	Intervention at Chacon	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Bowling Green Chacon Science & Language Academy	\$0.00	
3	3.1	English language instruction and access to core content at McCoy	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: McCoy Academy	\$128,604.00	
3	3.2	Provide translation to increase parent involvement in education at McCoy	Yes	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: McCoy Academy	\$3,000.00	
3	3.3	Monitor academic progress at Chacon	Yes	Schoolwide	English Learners			
3	3.4	Provide translation to increase parent involvement in education at Chacon	Yes	Schoolwide	English Learners		\$0.00	
4	4.1	Attendance Tracking	Yes	Schoolwide	English Learners Foster Youth Low Income		\$0.00	
5	5.1	Student Support/Parent Resource Center (McCoy)	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: McCoy Academy	\$91,572.00	
5	5.2	Encourage Parent Involvement (McCoy)	Yes	Schoolwide	Foster Youth Low Income	Specific Schools: McCoy Academy		
5	5.3	Build Stronger Peer Relationships (McCoy)	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: McCoy Academy	\$0.00	
5	5.4	Student Support/Parent Resource Center (Chacon)	Yes	Schoolwide	English Learners Foster Youth Low Income		\$103,297.00	
5	5.5	Encourage Parent Involvement (Chacon)	Yes	Schoolwide	English Learners			
5	5.6	Build Stronger Peer Relationships (Chacon)	Yes	Schoolwide	Foster Youth Low Income	Specific Schools: Chacon Science &	\$0.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Language Academy		

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$7,917,182.00	\$7,686,527.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Basic Operations Staffing for McCoy	No	\$422,812.00	\$386,235.00
1	1.2	Basic Teaching Staff for McCoy	No	\$2,121,407.00	\$2,054,810.00
1	1.3	Basic Operational Costs for McCoy	No	\$251,304.00	\$240,400.00
1	1.4	District Costs for McCoy	No	\$362,782.00	\$366,890.00
1	1.5	Basic Operations Staffing for Chacon	No	\$409,980.00	\$414,815
1	1.6	Basic Teaching Staff for Chacon	No	\$1,425,279.00	\$1,427,572
1	1.7	Basic Operational Costs for Chacon	No	\$223,486.00	\$361,024
1	1.8	District Costs for Chacon	No	\$749,653.00	\$758,652
2	2.1	Implement academic interventions and support in ELA and Math at McCoy	Yes	\$25,022.00	\$42,520
2	2.2	Class Size Reduction at McCoy	Yes	\$669,319.00	\$510,071

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	Encourage reading across the curriculum and at home (McCoy)	Yes	\$10,722.00	\$219.00
2	2.4	Implement academic interventions and support in ELA and Math at Chacon	Yes	\$107,592.00	\$78,121
2	2.5	Class Size Reduction at Chacon	Yes	\$640,260.00	\$655,346
2	2.6	Encourage reading across the curriculum and at home (Chacon)	Yes	\$8,044.00	\$1,196
2	2.7	Intervention at Chacon	Yes	\$45,000.00	\$0
3	3.1	English language instruction and access to core content at McCoy	Yes	\$137,515.00	\$54,831
3	3.2	Provide translation to increase parent involvement in education at McCoy	Yes	\$2,000.00	\$7,188
3	3.3	Monitor academic progress at Chacon	Yes	\$6,437.00	\$7,658
3	3.4	Provide translation to increase parent involvement in education at Chacon	Yes	\$1,000.00	\$0
4	4.1	Attendance Tracking	Yes		
4	4.2	Attendance Incentive Programs	No		
5	5.1	Student Support/Parent Resource Center (McCoy)	Yes	\$144,408.00	\$170,209

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	5.2	Encourage Parent Involvement (McCoy)	Yes	\$2,927.00	\$235
5	5.3	Build Stronger Peer Relationships (McCoy)	No Yes	\$89,517.00	0
5	5.4	Student Support/Parent Resource Center (Chacon)	Yes	\$32,305.00	\$146,396
5	5.5	Encourage Parent Involvement (Chacon)	Yes	\$2,373.00	\$2,139
5	5.6	Build Stronger Peer Relationships (Chacon)	Yes	\$26,038.00	\$0

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$1,735,469.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.1	Implement academic interventions and support in ELA and Math at McCoy	Yes	\$25,022.00			
2	2.2	Class Size Reduction at McCoy	Yes	\$669,319.00			
2	2.3	Encourage reading across the curriculum and at home (McCoy)	Yes	\$10,722.00			
2	2.4	Implement academic interventions and support in ELA and Math at Chacon	Yes	\$52,388.00			
2	2.5	Class Size Reduction at Chacon	Yes	\$640,260.00			
2	2.6	Encourage reading across the curriculum and at home (Chacon)	Yes	\$8,044.00			
2	2.7	Intervention at Chacon	Yes	\$45,000.00			
3	3.1	English language instruction and access to core content at McCoy	Yes	\$137,515.00			
3	3.2	Provide translation to increase parent involvement in education at McCoy	Yes	\$2,000.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.3	Monitor academic progress at Chacon	Yes				
3	3.4	Provide translation to increase parent involvement in education at Chacon	Yes	\$1,000.00			
4	4.1	Attendance Tracking	Yes				
5	5.1	Student Support/Parent Resource Center (McCoy)	Yes	\$28,644.00			
5	5.2	Encourage Parent Involvement (McCoy)	Yes				
5	5.3	Build Stronger Peer Relationships (McCoy)	Yes	\$89,517.00			
5	5.4	Student Support/Parent Resource Center (Chacon)	Yes				
5	5.5	Encourage Parent Involvement (Chacon)	Yes				
5	5.6	Build Stronger Peer Relationships (Chacon)	Yes	\$26,038.00			

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$5,918,319	0	0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%	

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

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

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA’s eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the “All Students” student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: June 22, 2023

Subject: Approve Resolution No. 3332 Resolution of the Board of Education of the Sacramento City Unified School District Designating Certain General Funds as Committed Fund Balance

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

Division: Business Services

Recommendation: Rescind Prior Resolution No. 3279 and Approve Resolution No. 3332.

Rescind resolution No. 3279 for the following purposes:

Purpose	Amount
Professional Learning	\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000
Multi-Tiered Systems of Support	\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000
Communications	\$60,000
Summer school programs	\$5,000,000
Transitional Kindergarten support	\$48,000
3% Additional Reserve per board policy 3100	\$19,431,681

The above previously committed funds for professional learning, textbook adoption, MTSS, EPOCH training, communications, summer school programs, and transitional kindergarten support have been budgeted into the 2022-23 and 2023-24 budgets. The 3% additional reserve per BP3100 was repealed by the Board of Education at the April 27, 2023 board meeting. Therefore this resolution rescinds the previously approved resolution 3279 and un-commits the total \$41.4 of committed funds described above.

For the 2023-24 Adopted Budget, Resolution No. 3332 will commit funds utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Proposed One-Time Commitments	Amount
Unsettled Labor Negotiations Projected Multi-Year Cost	85,832,540.00
Total Committed Amount	85,832,540.00

Background/Rationale: In order to comply with California Education Code 42127.01 (a) which imposes a 10% cap on districts’ combined assigned and unassigned reserves. The 10% cap is based on the total general fund expenditures, transfers out and other uses.

Failure to comply may result in one of the following consequences:

1. Disapproved budget
2. Conditionally approved budget and requirement to address the excess fund balance to receive approval
3. Approved budget with comment regarding excess fund balance and directive to remedy the condition

Financial Considerations: Commit funds for intended purposes in order to comply with Education Code 42127.01(a).

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

Documents Attached:

1. Executive Summary
2. Resolution No. 3332

Estimated Time: 10 min presentation
Submitted by: Rose Ramos, Chief Business and Operations Officer
Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 22, 2023



I. OVERVIEW/HISTORY:

Proposition 2 was approved by California voters in 2014 to establish the Public School System Stabilization Account (PSSSA). The intent of this reserve also referred to as the Proposition 98 rainy day fund is to protect schools by providing stability to the state budget during fiscally challenging periods. Education Code 42127.01(a) further states that when the PSSA balance reaches or exceeds 3% of the total Proposition 98 expenditures, a 10% cap on districts' combined assigned and unassigned reserves is triggered. Per the Governor's 2023-24 proposed budget, this condition is met and the 10% reserve cap is required for the 2023-24 year. School districts with reserves above the 10% cap have three options to satisfy this requirement:

1. Spend down the excess reserves on one-time programs supported by a defined plan. For example, a technology initiative, a facility project, etc.
2. Seek a temporary waiver from the county superintendent per Education Code 42127.01(b). Education Code Section 42127.01(b) provides that a district may be exempt from the cap for up to two consecutive fiscal years within a three-year period based on documents indicating that extraordinary fiscal circumstances substantiate the need for the excess reserves. Further, the statute requires a district to do all of the following:
 - a. Provide a statement that substantiates the need for a combined assigned and unassigned ending general fund balance that is more than 10%.
 - b. Identify the funding amounts in the budget adopted by the district that are associated with extraordinary fiscal circumstances.
 - c. Provide documentation that no other fiscal resources are available to fund the extraordinary fiscal circumstances. Keep in mind if extraordinary fiscal circumstances exist, then so does the justification to commit funds.

Note that FCMAT recommends against seeking a county superintendent waiver unless the county superintendent has expressed a willingness to consider such waivers. Also, a waiver is valid only for up to two consecutive years

3. Reclassify any unassigned or assigned components of the fund balance to the committed or restricted category of the fund balance consistent with GASB 54. Committing funds will include the following key provisions:
 - a. Committed fund balance includes amounts constrained to specific purposes by the Board.
 - b. All commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

The District recommends option 3, board approval to commit funds in order to comply with the 10% cap limitation.

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 22, 2023



II. DRIVING GOVERNANCE:

- Education Code section 42103 requires the governing board of each school district shall hold a public hearing on the proposed budget in a school district facility, or some other place conveniently accessible to the residents of the school district for public inspection.
- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st. Article XIII section 36(e)(6) requires the Governing Board to approve Education Protection Account proposed expenditures in open session of a public meeting. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.

III. BUDGET:

2022-23 Commitments

To be compliant with the aforementioned education code, during the June 23, 2022 board of education meeting the district committed \$41.4M in the 2022-23 Adopted Budget under resolution 3279. The detailed list of commitments in the 2022-23 budget year are below:

Purpose	Estimated Amount
Professional Learning	\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000
Multi-Tiered Systems of Support	\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000
Communications	\$60,000
Summer school programs	\$5,000,000
Transitional Kindergarten support	\$48,000
3% Additional Reserve per board policy 3100	\$19,431,681

The above previously committed funds for professional learning, textbook adoption, MTSS, EPOCH training, communications, summer school programs, and transitional kindergarten support have been budgeted into the 2022-23 and 2023-24 budgets. The 3% additional reserve per BP3100 was repealed by the Board of Education at the April 27, 2023 board meeting. Therefore the 2023-24 Adopted Budget district proposes un-committing the above listed funds, and establishing new commitments for the budget year. Resolution 3332 is presented for approval at the June 22, 2023 to rescind previous resolution no. 3279 and establish new commitments as described in subsequent paragraphs.

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 22, 2023



2023-24 Commitments

The District's 2023-24 General Fund projects a total operating increase of \$23.9 million resulting in an estimated ending fund balance of \$203.6 million. After accounting for restricted balances and non-spendable funds, the total assigned and unassigned is projected at \$124.2M approximately. The District's 10% reserve cap is calculated at \$69.6M approximately, therefore, reserves are estimated at \$54.5M above the cap. The table below provides the calculations.

	2023-24 Adopted Budget
Projected Ending Fund Balance	203,646,114.45
Less Restricted amount	(79,103,063.44)
Less Nonspendable	(325,000.00)
Total Assigned/Unassigned	124,218,051.01
Total Expenditures	698,964,175.11
Plus (Less) transfers in/out	(2,475,399)
Total Net Expenditures	696,488,776.11
10% Reserve Cap	69,648,877.61
Amount Above Reserve Cap (Minimum to be Committed)	54,569,173.40

The District recommends the following one-time commitments for unfunded programs in the 2023-24 budget:

Proposed One-Time Commitments	Estimated Amount
Unsettled Labor Negotiations Projected Multi-Year Cost	85,832,540.00
Total Committed Amount	85,832,540.00

The District recommends committing approximately \$85.8M for the estimated unsettled labor negotiations multi-year cost listed above and this action will address the 10% reserve cap of \$69.6M. The assigned/unassigned fund balance will be reduced to an estimated \$38.4M.

2023-24 Adopted Budget	
Projected Assigned/Unassigned Fund Balance	124,218,051
Proposed Committed Amount	85,832,540
Projected Assigned/Unassigned Fund Balance After Commitments	38,385,511

Note that the Board will retain the authority to change the purposes and/or amounts throughout the 2023-24 fiscal year but this action must occur prior to the close of the 2023-24 fiscal year. The District will monitor these purposes and provide a status report at each interim reporting period or as needed.

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 22, 2023



Finally and as noted during the June 8, 2023 Board meeting, the State Budget has not yet been finalized, therefore, the District may revise the 2023-24 adopted budget to reflect the State enacted budgetary items for school districts. Per Education Code 42127, school districts have 45 days after the Governor signs the annual State Budget Act to revise revenues and expenditures to reflect the funding made available by the Budget Act. These revisions may affect the 10% reserve cap calculation.

IV. GOALS, OBJECTIVES AND MEASURES:

Maintain fiscal solvency, restore stability and address the long term financial issues of the District.

V. MAJOR INITIATIVES:

- Continued analysis of information from the State and its impact on the District's Budget
- Budget Revision within 45 days from signing of State Budget

VI. RESULTS:

Budget development for 2023-24 has followed the timeline approved by the Board. With the approval of the 2023-24 Adopted Budget, the expenditure authority for 2023-24 will be in place and the June 30, 2023 timeline will be met.

VII. LESSONS LEARNED/NEXT STEPS:

- Continue to monitor the State budget and its impact on District finances.
- Continue to obtain stakeholders' input, follow the LCAP process and meet with bargaining units to seek cost reductions and long-term budget savings.
- The district will discuss and adopt the 2023-24 final Adopted Budget at the June 22, 2023 Board meeting.

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

RESOLUTION NO. 3332

**Resolution No. 3332 Of The Board Of Education Of The Sacramento City Unified School
District Designating Certain General Funds As Committed Fund Balance**

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Sacramento City Unified School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to specific internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be revised, removed or redirected for other purposes by the Board in the same manner as the Board originally approved the commitment; and

WHEREAS, on June 23, 2022, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3279 committing portions of its general fund ending balance, which is hereby rescinded; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School District Board of Education, hereby commits to utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Proposed One-Time Commitments	Estimated Amount
Unsettled Labor Negotiations Projected Multi-Year Cost	85,832,540.00
Total Committed Amount	85,832,540.00

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts a successor resolution to revise or remove the constraint, or otherwise redirect the funds for other purposes; and

BE IT FURTHER RESOLVED, that the district’s Superintendent, or their designee, is hereby authorized and directed to finalize the amounts to be committed for the purposes directed above based on the unaudited actual financial report for fiscal year 2023-24 no later than September 15, 2024.

PASSED AND ADOPTED by the Board of Education of the Sacramento City Unified School District on the 22nd day of June, 2023, by the following vote:

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

ATTESTED TO:

Jorge A. Aguilar, J.D.
Secretary of the Board of Education

Chinua Rhodes,
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

Meeting Date: June 22, 2023

Subject: Adopt Fiscal Year 2023-2024 Proposed Budget for All Funds

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

Division: Business Services

Recommendation: Adopt the fiscal year 2023-2024 Proposed Budget for All Funds presented as a Public Hearing Item at the June 8, 2023 Board Meeting.

Background/Rationale: By June 30th of each year, the school district must adopt a budget for all funds for the ensuing fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June 30th. The 2023-2024 budget establishes expenditure authority for the District to conduct business in the coming year.

The proposed 2023-2024 budget is based on the Governor's May Budget Revision that was released on May 12, 2023. Staff attended the School Services of California virtual workshop on the May Budget Revision on May 19, 2023 and the budget incorporates recommendations from the workshop and the Sacramento County Office of Education. While the Governor's May Budget Revision is a very significant event in the process, the final impact to the District will not be known until the State budget is signed. School districts have 45 days after the final State budget is signed to amend and resubmit their budget.

Financial Considerations: The proposed budget establishes expenditure authority for all funds.

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

Documents Attached:

1. Executive Summary
2. Adopted Fiscal Year 2023-2024 Budget of All Funds

Estimated Time of Presentation: 10 minutes

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge Aguilar, Superintendent



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

I. OVERVIEW/HISTORY:

Local Educational Agencies (LEAs) are required to adopt a budget prior to July 1 of each year in order to authorize the expenditure of funds. The proposed budget is only an initial blueprint for revenues and expenditures since the preparation of the adopted budget occurs before the State has enacted its budget, and before actual revenues and expenditures are known for the current year. In the event that material revisions are necessary, a revised budget will be presented to the Board no less than 45 days after the enacted State budget.

The District's 2023-24 Adopted Budget is based on the Governor's May Budget Revision that was released on May 12, 2023. The 2023-24 Adopted Budget general fund revenues are projected at \$720M and general fund expenditures projected at \$699M. The 2023-24 Adopted Budget incorporates recommendations from the Sacramento County Office of Education (SCOE), the Superintendent, School Services of CA and input from educational partners. The 2023-24 Adopted Budget for all Funds being presented is aligned to existing LCAP goals, actions, and services, which have been developed and refined through ongoing consultation with stakeholder groups.

Budget Updates:

- Budget Development Process - During the months of January and February, the Academic, Budget and Human Resources teams met with schools and central departments to develop the budget for 2023-24. During these meetings, the budget for the current year was reviewed as well as projected enrollments and proposed staffing levels for the upcoming 2023-24 school year.
- January/March/May – Budget updates were presented to the Board on the Governor's January Proposed Budget for 2023-24, the fiscal impact of the State's Economy and funding for K12, and the Governor's May Revise Budget for 2023-24.
- Ongoing Weekly Meetings between the District, SCOE, and the SCOE Fiscal Advisor continue to be held to collaborate and discuss the expectations of the budget for 2023-24 and beyond.

II. Driving Governance:

- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st and the proposed expenditures for the Education Protection Account. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

III. Budget:

Following is a summary of the proposed State budget and budget guidelines as provided by California Association of School Business Officials, County Office of Education and School Services of California. The Proposed Budget Report also contains financial summaries, multi-year projections and detailed financial state reports relating to the projected financial activity for 2023-24 through 2025-26 specific to the Sacramento City Unified School District.

IV. Goals, Objectives and Measures:

Present a 2023-24 Adopted Budget to the Board for approval by June 22, 2023.

V. Major Initiatives:

- Continued analysis of information from the State and its impact on the District's budget
- Budget Revision within 45 days from signing of State Budget as necessary

VI. Results:

Budget development for 2023-24 has followed the timeline approved by the Board. With the approval of the 2023-24 Adopted Budget, the expenditure authority for 2023-24 will be in place and the June 30, 2023 timeline will be met.

VII. Lessons Learned/Next Steps:

- Continue to monitor the State budget and its impact on District finances.
- Continue to obtain stakeholders' input, follow the LCAP process and meet with bargaining units to seek cost reductions and long-term budget savings.
- The district will discuss and adopt the 2023-24 final Adopted Budget at the June 22, 2023 Board meeting.

Governor's Revised State Budget Proposal "May Revision"

Governor Newsom released his proposed Revised State budget on May 12th for the upcoming 2023-24 fiscal year. State revenue projections continue to be less than what was projected in January resulting in a \$31.5 billion budget shortage, which increased (worsened) by \$9.3 billion since January estimates. Due to the tax filing deadline being in October 2023 instead of in April 2023, the Governor estimates that \$42 billion of projected revenue, which represents 19% of state general fund May Revision revenues, will be recognized in the fall. Further, the Governor is not anticipating a recession; rather, he is projecting that the U.S. economy will grow at a slower pace.

The Proposition 98 Guarantee continues to be in Test I for 2023-24. K-14 Education receives approximately 40% of general fund revenues under the Test I guarantee. Therefore, as a result of a decrease in state general fund revenues, the Proposition 98 minimum guarantee decreased.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

Fortunately, increases in property taxes of \$967 million helped offset the \$3.17 billion decrease of the Proposition 98 general fund portion from January to May.

Despite the revenue shortfalls and increased obligations worsening the Proposition 98 deficit since January, the Governor is not proposing to withdraw any funds from the Rainy-Day fund; not deferring apportionments; nor applying a deficit factor to the cost-of-living adjustment. However, if conditions get worse, the above actions may need to be considered. Unfortunately, the Governor is proposing reductions to the current year one-time Arts, Music, and Instructional Materials Block Grant and one-time Learning Recovery Emergency Block Grant to help afford on-going funding.

In addition, due to unanticipated capital gains tax receipts, the states obligation to fund the Proposition 98 reserve increased from January to May despite general fund revenues/Proposition 98 revenues declining. Therefore, the cumulative reserve balance will be \$10.7 billion in 2023-24

As a result of the passage of Proposition 2, which established various conditions when the state is required to deposit funds into the Public School System Stabilization Account (rainy day fund), non-exempt school districts (discussed further below) will need to take the necessary action to ensure their unassigned and assigned reserves are not greater than 10% since the total amount deposited by the State is anticipated at 11.3%, which exceeds 3% of K-12 Proposition 98 funding.

Local Control Funding Formula Factors

The statutory cost-of-living adjustment (COLA) for 2023-24 is 8.22%, which is estimated to cost approximately \$4.0 billion. Illustrated below is a comparison of projected COLAs for the budget year and two subsequent years:

Description	2023-24	2024-25	2025-26
LCFF COLAs (23-24 Gov. Proposal)	8.13%	3.54%	3.31%
LCFF COLAs (23-24 May Revision)	8.22%	3.94%	3.29%

Arts, Music, and Instructional Materials Discretionary Block Grant

As presented in the Governor's January budget, it was proposed to reduce the one-time Arts, Music, and Instructional Materials Block Grant by approximately 34% which resulted in a decrease from \$21M to \$14.3M for the district. The Governor's May Revision proposes an additional reduction of approximately 51%. Therefore, the 2022-23 Estimated Actuals includes an additional reduction from \$14.3M to \$10.9M.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

Learning Recovery Emergency Block Grant

The Governor's May proposal also includes a reduction to the one-time Learning Recovery Block Grant by 32%. This reduction was not part of the Governor's January budget proposal, and the original allocation was fully apportioned during the Winter and Spring. Due to ongoing discussions at the state level and the receipt of all allocated funds, no adjustments have been made in the 2022-23 Estimated Actuals. The initial allocation for the District was approximately \$55.5M and a 32% reduction would result in a decrease of approximately \$17.7M and revised allocation of \$37.7M. The allocation will be adjusted as necessary once the State Enacts the 2023-24 budget.

Arts and Music Education Funding (Proposition 28)

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act. The measure requires the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023–24. The amount of funding available each fiscal year for the Arts and Music in Schools (AMS) program will be one percent of the K–12 portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS program. The estimated appropriation for the AMS program is \$933 million and the District's estimated allocation is \$6M. However, since funding levels are dependent on the prior year Proposition 98, and key provisions still need clarification, the AMS program is not included in the 2023-24 Adopted budget. The AMS program will be reflected in the First Interim once further clarity is provided.

Other Proposed Governor's Budget Components

Illustrated below is a summary of other budget proposals contained in the May Revise.

- The following programs are projected to continue in the same manner as contained in the Governor's budget presented in January:
 - Expanded Learning Opportunities Program
 - Governor maintains the funding level but proposes a 21-22 allocation carryover extension
 - Universal School Meals
 - Transportation
 - College and Career Pathways
 - Community Schools
 - Accountability System & LCFF Equity Multiplier
- The following programs proposed to receive the 8.22% COLA:
 - Special Education
 - Preschool, Child Care, and Development Programs
 - Child Nutrition
 - Adult Education Block Grant
 - Mandate Block Grant
 - Foster Youth Programs

Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

- American Indian Education Centers & Early Childhood Education Program
- \$597 million ongoing for Transitional Kindergarten
 - The May Revise amount was reduced by approximately \$43 million due to reduced enrollment.
 - The required budget appropriation for the shift to 1:10 ratio is unfunded, leaving 1:12 ratio applicable for 2023-24
- \$3.5 million ongoing for Narcan at middle and high schools
- \$2.0 Equity Leads to assist LEAs in addressing disparities
- \$1.0 million of one-time funding to evaluate and approve screening instruments
- \$250 million one-time for literacy coaches
- \$100 million for cultural experiences for high school seniors

Routine Restricted Maintenance Account

Per Education Code Section 17070.75, school districts are required to deposit into the account a minimum amount equal to or greater than three percent (3%) of the total General Fund expenditures and other financing uses for that fiscal year. Illustrated below are the primary compliance components:

- The 3% contribution is calculated on total General Fund expenditures, including other financing uses (i.e. transfers out, debt issuances relating to the General Fund)
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on budget, it must be trued up using actual expenditures
- The actual contribution will be audited as part of the School Facility Program bond audit
- This paragraph applies only to the following school districts:
 - (i) High school districts with an average daily attendance greater than 300 pupils.
 - (ii) Elementary school districts with an average daily attendance greater than 900 pupils.
 - (iii) Unified school districts with an average daily attendance greater than 1,200 pupils.
- Currently, LEAs are allowed to exclude the following programs from their calculation of required contributions to routine restricted maintenance:
 - State pension on-behalf payments
 - ESSER I-III, GEER I & II (Includes respective federal ELO funding)
 - State supplemental meal reimbursements

Reserves

District Reserve Requirements: The 2014 State Budget Act and the passage of Proposition 2 in November 2014 established a hard cap on district reserves, if all the following conditions are met:

1. Proposition 98 must be funded based on Test 1
2. Full repayment of the maintenance factor prior to 2014-15
3. Proposition 98 provides sufficient funds to support pupil attendance growth and the statutory COLA
4. Capital gains exceed 8% of General Fund revenues



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

Prior law specified that in any fiscal year immediately following a year in which a transfer of any amount is made to the Public School System Stabilization Account, a district's assigned or unassigned fund balance (including Fund 01 and Fund 17) may not exceed two times the reserve for economic uncertainty (three times the reserve for economic uncertainty for districts with more than 400,000 ADA).

However, Senate Bill (SB) 751 which became effective January 1, 2018 made changes to the school district reserve cap law in the following manner:

- It requires that the reserve cap is triggered in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds three percent of the combined total of General Fund revenues appropriated for school districts and allocated local proceeds of taxes (Proposition 98 funding), as specified, for that fiscal year
- Adjusts the reserve cap from a combined assigned and unassigned ending fund balance based on the size of the district to a combined assigned or unassigned ending balance, in the General Fund (01) and the Special Reserve Fund for Other Than Capital Outlay (17), of 10% of those Funds for all districts
- Reserves would be capped at 10% as long as the amount in the Public School System Stabilization Account remained at 3% or greater of the Proposition 98 amount in each preceding year
 - The State must notify local educational agencies when the conditions are and are no longer applicable
- Basic aid school districts and districts with fewer than 2,501 average daily attendance are exempt from the reserve cap requirement

Since all conditions have been met regarding enacting LEA reserve cap, LEAs have the statutory reserve cap described above beginning 2022-23. More than likely the limit will be in place for subsequent years; therefore, applicable school districts may need to spend down their reserves **and/or** commit funds.

2023-24 Sacramento City Unified School District Primary Budget Components

- ❖ Average Daily Attendance (ADA) is estimated at 33,585.52 (excludes COE ADA of 107.41).
 - The funded ADA will be based on the three prior year ADA average of 36,036.29, a decrease of 1,459.23 from the 22-23 funded ADA of 37,495.52.
- ❖ The District's estimated unduplicated pupil percentage for supplemental and concentration funding is estimated to be 69.82%, a .57% decline from 2022-23. The percentage will be revised based on actual data.
- ❖ Lottery revenue is estimated by SSC to be \$170 per ADA for unrestricted purposes and \$67 per ADA for restricted purposes.
- ❖ Mandated Cost Block Grant is \$37.81 for K-8 ADA and \$72.84 for 9-12 ADA.
- ❖ CalSTRS rate of 19.10% and CalPERS rate of 26.68%, up from 25.37%



Board of Education Executive Summary

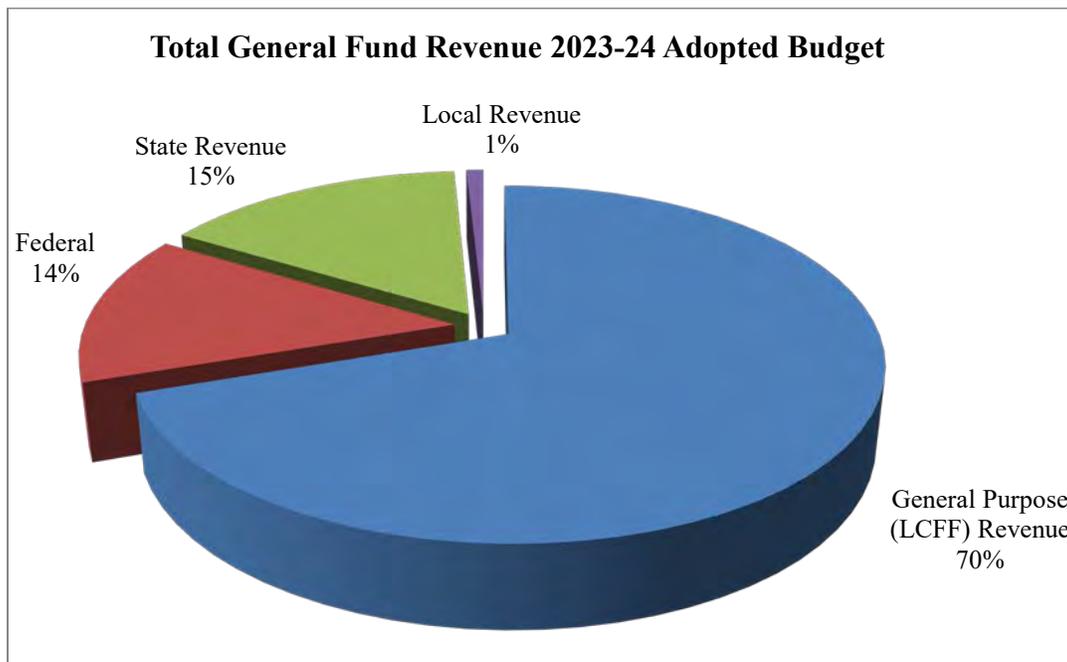
Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

General Fund Revenue Components

The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

DESCRIPTION	UNRESTRICTED	COMBINED AMOUNT
General Purpose (LCFF) Revenue	\$500,346,764	\$502,824,980
Federal	\$0	\$99,571,861
State Revenue	\$11,901,384	\$111,824,544
Local Revenue	\$4,151,175	\$6,184,125
TOTAL	\$516,399,323	\$720,405,510



Education Protection Account

As approved by the voters on November 6, 2012, The Schools and Local Public Safety Protection Act of 2012 (Proposition 30) temporarily increased the State’s sales tax rate and the personal income tax rates for taxpayers in high tax brackets.

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds.

Subsequently, on November 8, 2016, the voters approved the California Children’s Education and Health Care Protection Act (Proposition 55) that maintains increased personal income tax rates for taxpayers in high tax brackets through 2030. Proposition 55 did not extend the sales tax increase; therefore, the temporary sales tax increase expired at the end of calendar year 2016.

K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

Further, the annual financial audit includes verification that the EPA funds were used as specified by Proposition 30. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

Illustrated below is how the District’s EPA funds are appropriated for 2023-24. The amounts will be revised throughout the year based on information received from the State.

2023-24 Adopted Budget	
Education Protection Account (EPA)	
Fiscal Year Ending June 30, 2024	
Estimated EPA Revenues:	
Estimated EPA Funds	\$ 115,844,768
Budgeted EPA Expenditures:	
Certificated Instructional Salaries	\$ 115,844,768
Balance	\$ -

Board of Education Executive Summary

Business Services

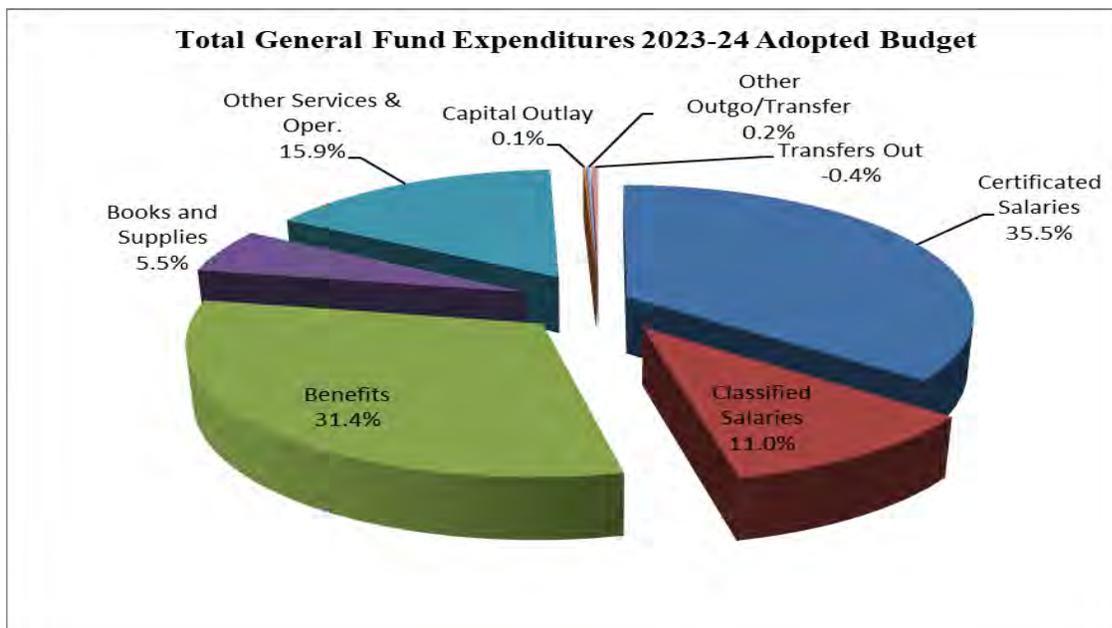
Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 89.8% of the District's unrestricted budget, and approximately 78.4% of the total General Fund budget.

DESCRIPTION	UNRESTRICTED	RESTRICTED	COMBINED
Certificated Salaries	178,470,006	70,896,488	\$249,366,493
Classified Salaries	42,511,513	34,523,944	\$77,035,457
Benefits	130,846,426	89,940,805	\$220,787,232
Books and Supplies	13,219,896	25,517,093	\$38,736,989
Other Services & Oper.	27,570,886	84,288,412	\$111,859,298
Capital Outlay	49,259	896,918	\$946,177
Other Outgo/Transfer	1,510,300	0	\$1,510,300
Transfers Out	(2,475,399)	0	(2,475,399)
TOTAL	391,702,887	306,063,659	\$697,766,546

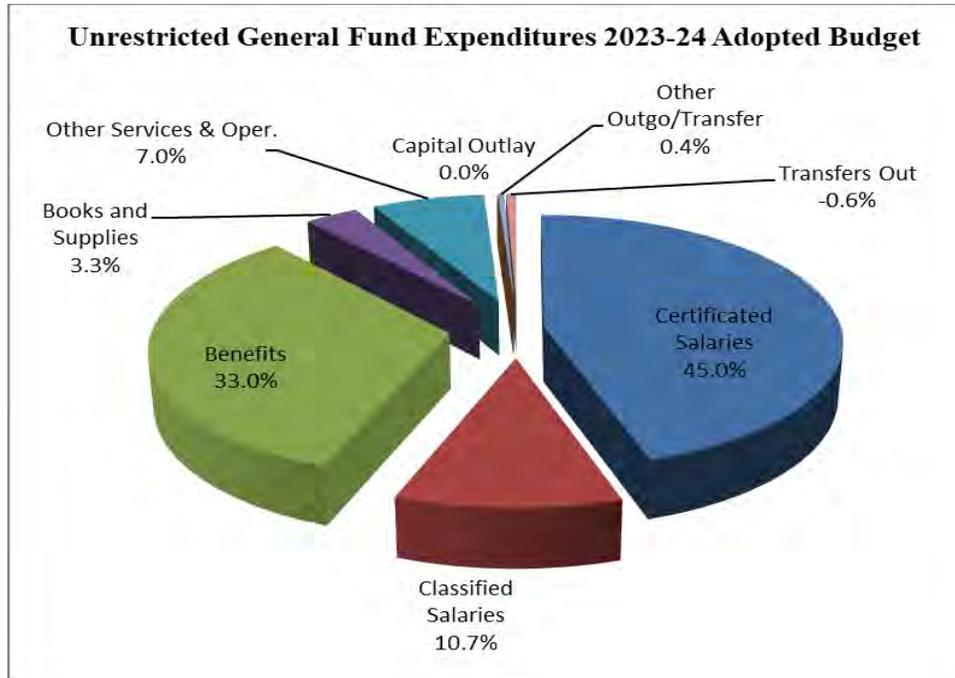
Below is a graphical representation of expenditures by percentage for the combined general fund and unrestricted general fund:



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023



2023-24 Adopted Budget Table of One Time Funds

Program	2023-24 Budgeted Amount	Use of Funds
ESSER III	59,923,563	Funds budgeted per ESSER III plan and initiatives within.
Expanded Learning Opportunities Grant (ELOG)	1,283,647	Funds used to support before and after school learning and addressing learning loss.
Career Technical Education Incentive Grant (CTEIG)	2,593,291	To fund 5.6 FTE CTE Teachers, 7 FTE classified staff, and materials, supplies and services for CTEIG programs.
Educator Effectiveness Block Grant (EEBG)	2,231,243	To fund 5 FTE for staff recruitment and retention, professional learning and new teacher development per the EEBG plan.
A-G Success and Access Grants	1,085,749	To fund collaboration time, onboarding, 9th grade lead, SEL materials, professional learning and enrichment opportunities per A-G plan.
CA Community Schools Partnership Program	2,464,974	To fund 6 FTE Student Support specialists, 3 FTE school nurses, 5 youth/family mental health advocates, professional development, supplies and equipment.
Partnership Academies Program	65,243	To fund .4 FTE teachers for partnership academy programs
Safe Zone Squad	461,516	2 FTE Student Support Specialists and 2 FTE Youth/Family Mental Health Advocates
Other State Programs	534,404	To fund 2 FTE teachers, 2 library media technicians, and .875 instructional aide for other state programs.
Governor's CTE Initiative	22,246	To fund .2 FTE to continue the CTE vocational partnership.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

General Fund Contributions to Restricted Programs

The following contributions of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue:

Program	2023-24 Adopted Budget
Special Education	\$86,432,343
Routine Restricted Maintenance Account	\$18,493,200
Total	\$104,925,543

General Fund Summary

The District's 2023-24 General Fund projects a total operating increase of \$23.9 million resulting in an estimated ending fund balance of \$203 million. The components of the District's fund balance are as follows: revolving cash & other nonspendables - \$325,000; restricted programs - \$79,075,376; economic uncertainty - \$13,929,776; Committed: \$85.8M; assigned - \$2,260,058; unassigned - \$22.2M. In accordance with SB 858 a detail description of assigned & unassigned balances is illustrated below.

Description	2023-24 Adopted Budget		
	Unrestricted	Restricted	Combined
TOTAL - NONSPENDABLE	\$325,000	\$0	\$325,000
RESTRICTED			
Restricted Categorical Balances		\$79,103,063	\$79,103,063
TOTAL - RESTRICTED	\$0	\$79,103,063	\$79,103,063
COMMITTED			
Unsettled Labor Negotiations	\$85,832,540		\$85,832,540
TOTAL - COMMITTED	\$85,832,540		\$85,832,540
ASSIGNED			
Supplemental / Concentration Funds	\$2,260,058		\$2,260,058
TOTAL - ASSIGNED	\$2,260,058	\$0	\$2,260,058
RESERVE FOR ECONOMIC UNCERTAINTIES			
Economic Uncertainty (REU-2%)	\$13,929,776		\$13,929,776
TOTAL - RESERVE FOR ECONOMIC UNCERTAINTIES	\$13,929,776	\$0	\$13,929,776
UNASSIGNED/UNAPPROPRIATED	\$22,195,677		\$22,195,677
TOTAL - FUND BALANCE	\$124,543,051	\$79,103,063	\$203,646,114

The Government Financial Officers Association (GFOA) recommends a prudent reserve of 17%, representing two months' average payroll – for the District two months' average payroll is approximately \$91.1M.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

School Staffing and Budget Allocations

The District provides school sites with staffing and budget allocations in preparation for budget development. District budget staff meet (budget development meetings) with school site administrators to review projected enrollment, staffing allocations and revenue allocations to develop school site budgets. The allocations for the 2023-24 fiscal year are attached to the Executive Summary as attachment A.

Fund Summaries

Illustrated below is a summary of each Fund's fund balance and corresponding change.

Fund	2023-24 Beginning Fund Balance	Budgeted Net Change	2023-24 Adopted Budget Ending Fund Balance
01 General (Unrestricted and Restricted)	\$179,729,381	\$23,916,733	\$203,646,114
08 Student Activity Fund	\$1,447,941	\$0	\$1,447,941
09 Charter Schools	\$10,387,637	(\$223,948)	\$10,163,689
11 Adult	\$1,263,390	\$0	\$1,263,390
12 Child Development	\$315,697	\$0	\$315,697
13 Cafeteria	\$12,191,697	(\$111,573)	\$12,080,124
21 Building Fund	\$265,172,799	(\$175,668,725)	\$89,504,074
25 Capital Facilities	\$23,561,179	(\$411,294)	\$23,149,885
35 County School Facilities Fund	\$0	\$0	\$0
49 Capital Projects for Blended Components	\$627,443	\$791,739	\$1,419,182
51 Bond Interest and Redemption	\$17,427,253	\$649,823	\$18,077,075
61 Cafeteria Enterprise Fund	\$3,808	\$0	\$3,808
67 Self-Insurance Fund	\$13,179,340	\$0	\$13,179,340

Other Post Employment Benefits (OPEB)

The District provides post-employment benefits for employees meeting the age and years of service requirements and currently has a total OPEB liability of \$442 million. The District participates in the CalPERS California Employers' Retiree Benefit Trust Fund. For the 2023-24 budget year, the projected Actuarially Determined Contribution (ADC) is \$28,427,786.

Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

Multiview Projections

General Planning Factors:

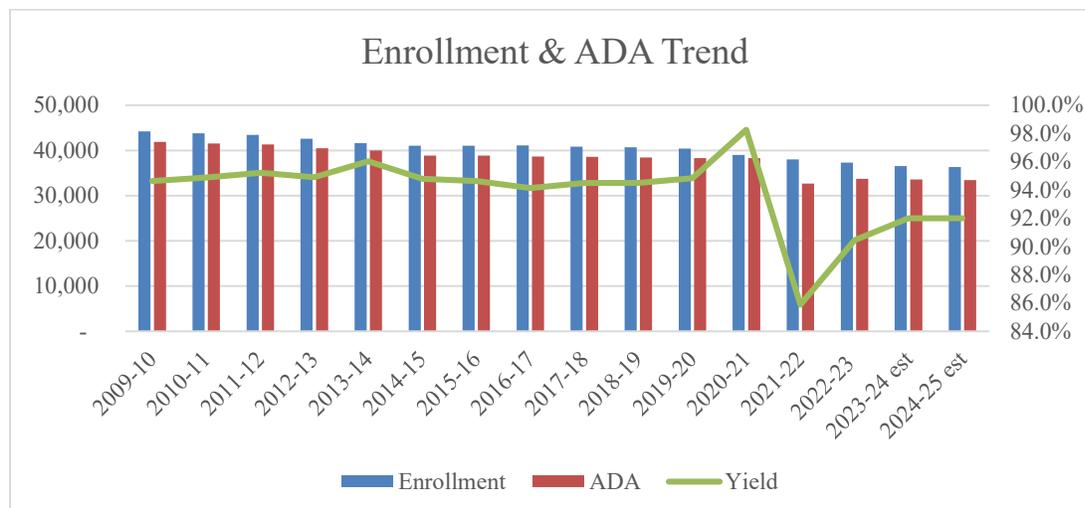
Illustrated below are the latest factors that districts are expected to utilize as planning factors:

<i>Planning Factor</i>	2022-23	2023-24	2024-25	2025-26
Dept of Finance Statutory COLA	6.56%	8.22%	3.94%	3.29%
Local Control Funding Formula (LCFF) COLA	6.56%	8.22%	3.94%	3.29%
Additional LCFF Investment	6.70%	N/A	N/A	N/A
STRS Employer Rates	19.10%	19.10%	19.10%	19.10%
PERS Employer Rates	25.37%	26.68%	27.70%	28.30%
SUI Employer Rates	0.50%	0.05%	0.05%	0.05%
Lottery – Unrestricted per ADA	\$170	\$170	\$170	\$170
Lottery – Prop. 20 per ADA	\$67	\$67	\$67	\$67
Universal Transitional Kindergarten/ADA	\$2,813	\$3,044	\$3,164	\$3,268
Mandate Block Grant for Districts: K-8 per ADA	\$34.94	\$37.81	\$39.30	\$40.59
Mandate Block Grant for Districts: 9-12 per ADA	\$67.31	\$72.84	\$75.71	\$78.20

Various aspects of the planning factors illustrated above will be further discussed below with the District’s specific revenue and expenditure assumptions.

Enrollment

The District projects 36,506 enrollment for the 2023-24 budget year excluding 127 projected County enrollment. The two subsequent years are being calculated with a .5% enrollment decline. For 2024-25 that is 36,320, and 36,135 for 2025-26. For ADA, the district projects 33,585 in 23-24, 33,415 in 24-25, and 33,244 in 2025-26. However, for funding purposes the District projects funding based on the average of three prior year’s ADA. The below chart illustrates the District’s projected enrollment, ADA, and funded ADA:





Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

Revenue Assumptions:

Unrestricted Multi-Year Revenue Projections:

Fiscal Year 2023-24

- LCFF Statutory COLA of 8.22%
- State revenues adjusted per new funding rates for lottery, mandate block grant and estimated transportation add on funding.
- Contributions to Special Ed were increased by \$6.6M for increased Special Education expenditures per historical trends, as well as step and column, statutory and health benefit costs. Additionally, contribution increased due to less overall AB602 funding as a result of decrease in the funded ADA. Contribution is net of 8.22% COLA increase to AB 602 funding.

Fiscal Year 2024-25

- LCFF COLA of 3.94%
- Federal, State and Local revenues projected to remain constant
- Contributions to Special Ed were increased by approximately \$7.9M for increased Special Education expenditures per historical trends and projected additional compensatory education positions

Fiscal Year 2025-26

- LCFF COLA of 3.29%
- Federal and State Revenues projected to remain constant
- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by approximately \$8.4M for increased Special Education expenditures per historical trends and projected additional compensatory education positions

Restricted Multi-Year Revenue Projections:

Fiscal Year 2023-24

- Federal Revenue includes projected ongoing awards such as Title funds, as well as carryover funds related to one time and expiring grants like ESSER III and ELOG.
- State Revenue includes projected ongoing awards and \$2.9M decrease in AB602 special education funding due to decrease in funded ADA, as well as carryover of ELOG funds
- Local Revenue includes Medi-Cal and MAA funds
- Contributions to Special Ed were increased per assumptions described above.

Fiscal Year 2024-25

- Federal Revenue was reduced by \$60.5M to remove carryover of 1x ESSER and ELOG
- State Revenue was reduced by \$725K to remove carryover of ELOG



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by approximately \$7.9M for increased Special Education expenditures per historical trends, as well as step and column, statutory and health benefit costs, and projected additional compensatory education positions

Fiscal Year 2025-26

- Federal revenue projected to remain constant
- State and Local revenue remain constant
- Contributions to Special Ed were increased by approximately \$8.4M for increased Special Education expenditures per historical trends as well as step and column, statutory and health benefit costs, and projected additional compensatory education positions

Expenditure Assumptions:

Unrestricted Multi-Year Expenditure Projections:

Fiscal Year 2023-24

- \$8.8M in concentration plus expenditures to provide direct services to students at high needs school sites
- Certificated step and column costs are included at actual increased amounts
- Other certificated salary adjustments include restoring expenditures for one-time vacancy savings, aligning FTE to enrollment and \$1.5M one time professional learning related to the social science and world language textbook adoption from the 2022-23 board commitment.
- Classified step costs are reflected at actual amounts and salaries include transportation ongoing salary increase negotiated in 2022-23
- Adjustments to benefits reflect the effects of salary changes noted above, program adjustments, projected increases in health and welfare, and expected increases to employer pension costs for CalPERS, offset by a reduction in unemployment insurance rates from .5% to .05%.
- Books and Supplies have been adjusted to account for one-time \$5M social science and world language textbook adoption carryover from the 2022-23 board commitment and adjustments per programmatic needs.
- Services have been adjusted to apply appropriate operational increases including increases in utilities costs, liability and cybersecurity insurance, and other rate increases.
- Transfers out are projected to decrease due by \$1.1M as the adult education fund and charter school fund are not projected to need a contribution as of the adopted budget.
- Indirect costs from restricted programs are expected to increase

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include aligning FTE to enrollment decline with a

Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

reduction of 6 FTE and removal of the one-time \$1.5M professional learning budgeted in 23-24 related to the social science and world language textbook adoption

- Classified step costs are expected to increase by .70% each year
- Additional classified adjustments include adjustments made for transportation salary increase negotiated in 2022-23.
- STRS contribution to remain flat and PERS increase from 26.68% to 27.70%
- Adjustments to benefits of \$6.6M reflect the effects of salary changes noted above, program adjustments, the additional increase for health benefits offset by a decrease in unemployment insurance
- Books and Supplies have been adjusted due to shifting the scheduled textbook adoption from 2023-24 to 2024-25 as a result of the adoption from 2022-23 carrying over into 2023-24. Additional adjustments include an increase of \$741K to account for increased supplemental concentration funding offset by the removal of the carryover textbook adoption from 2023-24.
- Services have been adjusted down by \$530K to remove one time school renaming costs in 2023-24 offset by an increase of \$300K in district support services
- Transfers out remains constant
- Indirect costs from restricted programs are expected to decrease due to program adjustments

Fiscal Year 2025-26

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include aligning FTE to enrollment decline with a reduction of 6 FTE
- Classified step costs are expected to increase by .70% each year
- STRS to remain constant and PERS to increase from 27.7% to 28.3%
- Adjustments to benefits of \$6.4M reflect the effects of salary changes noted above the additional increase for health benefits
- Books and Supplies have been adjusted down by \$5M to remove one-time textbook adoption in 2024-25 offset by a \$160K increase to account for increased supplemental and concentration funding
- Services have been adjusted by \$160K to account for increased supplemental and concentration funding
- Transfers out remains constant
- Indirect costs from restricted programs are expected to remain constant

Restricted Multi-Year Expenditure Projections:

Fiscal Year 2023-24

- Certificated step and column costs are included at actual increased amounts
- Other certificated salary adjustments include restoring expenditures for one-time savings, budgeting ESSER III and ELOG positions, additional positions for special education services



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

- Classified step costs are reflected at actual amounts and adjustments have been made for additional special education services
- Adjustments to benefits reflect the effects of salary changes noted above, program adjustments, expected increases to pension costs for PERS and the additional increase for health benefits, offset by a decrease in unemployment insurance from .5% to .05%
- Books and Supplies have been adjusted to account for one-time expenditures including ESSER III and ELOG, and additional special education expenditures.
- Services have been adjusted to account for one-time expenditures including ESSER III and ELOG funds and additional special education services
- Indirect costs are expected to increase slightly due to program adjustments above

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include removing expenditures for one-time expenses including ESSER III and ELOG, and shifting positions to the one-time Emergency Learning Recovery and Arts Music Block Grants.
- Classified step costs are expected to increase by .70% each year
- Other classified salary adjustments include removing expenditures for one-time expenses including ESSER III and ELOG, and shifting positions to the one-time Emergency Learning Recovery and Arts Music Block Grants.
- Decrease to benefits to reflect the effects of salary changes noted above, program adjustments, decrease in unemployment insurance, and the removal of one-time expenditures offset by the additional increase for health benefits
- Books and Supplies have been decreased by \$10.1M to account for one-time expenditures of \$10.2M including ESSER III and ELOG, and offset by additional special education services of \$119K
- Services have been reduced by \$9.1M to account for one-time expenditures in ESSER III and ELOG, offset by additional special education services
- Indirect costs are expected to decrease due to program adjustments

Fiscal Year 2025-26

- Certificated step and column costs are expected to increase by 1.4% each year
- Additional Certificated adjustments have been made for the removal of \$8.5M in Arts Music Grant funds fully expended offset by \$2.5M additional special education positions
- Classified step costs are expected to increase by .70% each year
- Increase to benefits of \$1.5M reflect the effects of salary changes noted above, increases in CalPERS and health benefit costs, and removal of Arts Music Funds of \$2M, offset by additional Special education benefit costs of 2.3M
- Books and Supplies have been adjusted by \$126K for special education materials
- Services have been increased by \$2.4M for additional special education services.
- Indirect costs are expected to decrease due to program adjustments above.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

2022-23 Estimated Ending Fund Balances:

In preparation of the 2023-24 Adopted Budget, estimated actuals for the 2022-23 unrestricted fund balance decreased by \$7.4M due to budgeting \$6.6M of the total \$13M social science/world language textbook adoption board commitment, and adjustments due to increased utilities costs and programmatic needs.

The restricted ending fund balance decreased by \$3.4M due to the proposed reduction to the one-time Arts Music Grant per the Governor's 2023-24 May revise.

During 2022-23 fiscal year, the District estimates that the General Fund is projected to have an unrestricted increase of approximately \$31.8M resulting in an unrestricted ending General Fund balance of approximately \$96.9M and a surplus of \$38M for restricted resources resulting in a restricted ending fund balance of \$82.8M for a combined ending fund balance of \$179.7M.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account

June 22, 2023

2023-24 Adopted Budget and Multi-Year Projections

Description	Adopted Budget 2023-24			Projection 2024-25			Projection 2025-26		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Revenue									
General Purpose	500,346,764	2,478,216	502,824,980	501,052,464	2,478,216	503,530,680	504,787,435	2,478,216	507,265,651
Federal Revenue	-	99,571,861	99,571,861	-	39,089,508	39,089,508	-	39,089,508	39,089,508
State Revenue	11,901,384	99,923,160	111,824,544	11,901,384	99,198,302	111,099,686	11,901,384	99,198,302	111,099,686
Local Revenue	4,151,175	2,032,950	6,184,125	4,151,175	2,032,950	6,184,125	4,151,175	2,032,950	6,184,125
Total Revenue	516,399,323	204,006,186	720,405,510	517,105,023	142,798,976	659,904,000	520,839,994	142,798,976	663,638,971
Expenditures									
Certificated Salaries	178,470,006	70,896,488	249,366,493	179,830,938	78,538,960	258,369,898	181,834,083.06	72,710,274	254,544,357
Classified Salaries	42,511,513	34,523,944	77,035,457	43,813,457	31,543,654	75,357,111	44,120,151.37	32,482,630	76,602,781
Benefits	130,846,426	89,940,805	220,787,232	137,459,638	83,271,157	220,730,795	143,914,624.33	84,810,601	228,725,225
Books and Supplies	13,219,896	25,517,093	38,736,989	14,015,708	15,395,091	29,410,799	9,122,655.48	15,521,422	24,644,078
Other Services & Oper. Expenses	27,570,886	84,288,412	111,859,298	27,340,886	77,428,088	104,768,974	27,501,833.09	79,826,370	107,328,203
Capital Outlay	49,259	896,918	946,177	49,259	896,918	946,177	49,259.00	896,918	946,177
Other Outgo 7xxx	1,510,300	-	1,510,300	1,510,300	-	1,510,300	1,510,300.00	-	1,510,300
Transfer of Indirect 73xx	(7,894,319)	6,616,549	(1,277,770)	(7,701,158)	6,423,388	(1,277,770)	(7,623,460.53)	6,345,691	(1,277,770)
Budget Reductions	-	-	-	-	(1,941,527)	(1,941,527)	-	(3,899,225)	(3,899,225)
Total Expenditures	386,283,967	312,680,208	698,964,175	396,319,029	291,555,728	687,874,757	400,429,446	288,694,681	689,124,126
Deficit/Surplus	130,115,356	(108,674,022)	21,441,334	120,785,995	(148,756,752)	(27,970,757)	120,410,548	(145,895,704)	(25,485,156)
Other Sources/(uses)	-	-	-	-	-	-	-	-	-
Transfers in/(out)	2,475,399	-	2,475,399	2,475,399	-	2,475,399	2,475,399	-	2,475,399
Contributions to Restricted	(104,925,543)	104,925,543	-	(112,881,683)	112,881,683	-	(121,307,234)	121,307,234	-
Net increase (decrease) in Fund Balance	27,665,212	(3,748,479)	23,916,733	10,379,710	(35,875,069)	(25,495,358)	1,578,713	(24,588,470)	(23,009,757)
Beginning Balance	96,877,839	82,851,542	179,729,381	124,543,051	79,103,063	203,646,114	134,922,761	43,227,995	178,150,756
Ending Balance	124,543,051	79,103,063	203,646,114	134,922,761	43,227,995	178,150,756	136,501,474	18,639,525	155,140,999
Revolving/Stores/Prepays	325,000	-	325,000	325,000	-	325,000	325,000	-	325,000
Reserve for Econ Uncertainty	13,929,776	-	13,929,776	13,707,987	-	13,707,987	13,732,975	-	13,732,975
Restricted Programs	-	79,103,063	79,103,063	-	43,227,995	43,227,995	-	18,639,525	18,639,525
Committed	85,832,540	-	85,832,540	85,832,540	-	85,832,540	85,832,540	-	85,832,540
Other Assignments	2,260,058	-	2,260,058	2,260,058	-	2,260,058	2,260,058	-	2,260,058
Unappropriated Fund Balance	22,195,677	-	22,195,677	32,797,176	-	32,797,176	34,350,902	-	34,350,902
<i>Unappropriated Percent</i>			3.18%			4.77%			4.98%

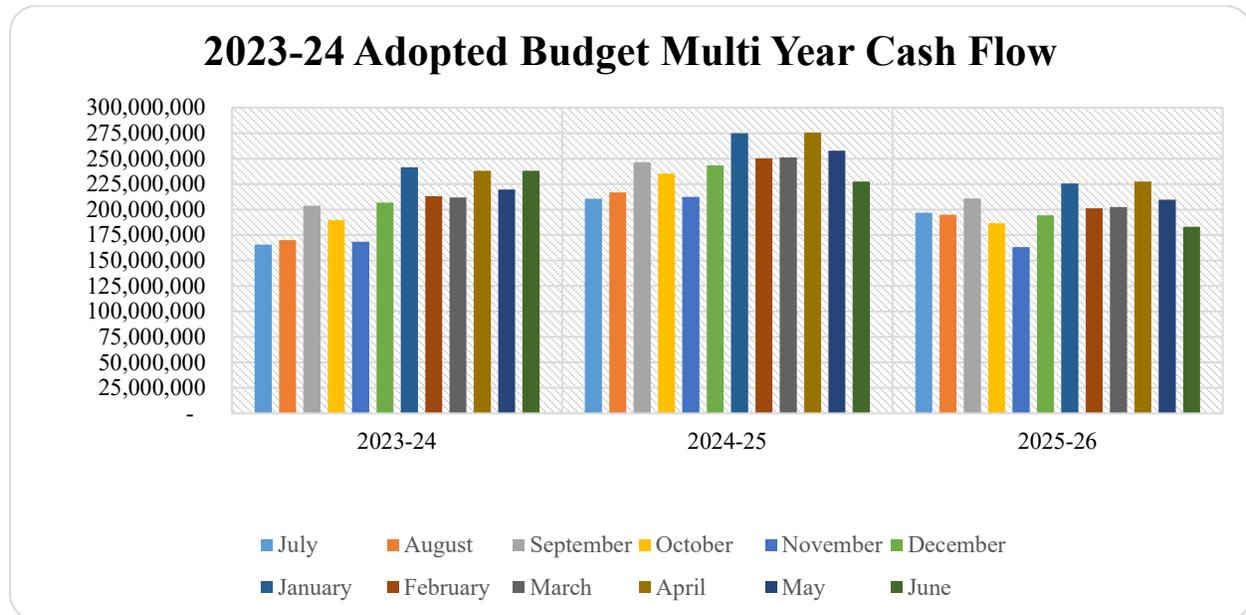
Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

Multi-Year Cash Flow

The District prepared cash flows based on the multi-year projections report. For the 2023-24 Adopted Budget and multi-year projections the District projects having a positive cash balance through June 2026. Cash will continue to be closely monitored in order to ensure the District is liquid to satisfy its obligations.



Conclusion

The District is projected to satisfy the 2% required reserve for economic uncertainties and maintain a positive cash flow in 2023-24, 2024-25 and 2025-26. The District projects an unrestricted surplus of \$27.7M for 2023-24, \$10.4M for 2024-25 and \$1.6M in 2025-26. The projected budget and multiyear projections support that the District is projected to be able to meet its financial obligations for the current and subsequent two years; therefore, the District self certifies with a positive certification.

Risks:

Uncertainty regarding on-going State funding for K12 Districts, the potential future impact of a recessionary economy, enrollment, and declining average daily attendance. Additional risks include expiring ESSER III positions that are projected to shift to the one-time Learning REBG and Arts Music BG in 2024-25 but do not have an ongoing funding source identified thereafter and are subsequently removed from the budget. Additional information will be brought to the board as the district continues discussions on strategic priorities investments.



Board of Education Executive Summary

Business Services

Fiscal Year 2023-24 Adopted Budget for All Funds & Education Protection Account
June 22, 2023

Opportunities:

Improved State Budget and funding for K12 Districts, stable/increased enrollment, maintaining fiscal stability and the potential to make up the instructional days lost during the 2021-22 school year through the State waiver process.

Continuation of County Oversight

County superintendents are required by statute to continually monitor districts for fiscal distress. If the district has a negative certification, a disapproved budget, or the county superintendent determines that the district may be unable to meet its financial obligations, the county superintendent can:

- Stay or rescind any action that is determined to be inconsistent with the ability of the district to meet its obligations for the current or subsequent fiscal year, and
- Assist in developing a budget for the subsequent fiscal year.

The Sacramento County superintendent continues to maintain the current fiscal advisor to support the district.

Adopted Fiscal Year 2023-2024 Budget for All Funds



Guiding Principle

All students graduate with the greatest number of postsecondary choices from the widest array of options.

Board of Education
June 22, 2023

Sacramento City Unified School District

Board of Education

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TABLE OF CONTENTS

DISTRICT CERTIFICATION OF 2023-24 BUDGET REPORT	1
WORKERS' COMPENSATION CERTIFICATION	3
CRITERIA AND STANDARDS	4
MULTIYEAR PROJECTIONS	35
GENERAL FUND	
GENERAL FUND DEFINITION.....	42
GENERAL FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	43
SPECIAL REVENUE FUNDS	
SPECIAL REVENUE FUND DEFINITION.....	57
STUDENT ACTIVITY FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	58
CHARTER SCHOOLS FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	65
ADULT EDUCATION FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	72
CHILD DEVELOPMENT FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	78
CAFETERIA FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	84
CAFETERIA ENTERPRISE FUND – EXPENDITURES AND CHANGES IN FUND BALANCE.....	90
CAPITAL PROJECTS FUNDS	
CAPITAL PROJECTS FUND DEFINITION.....	96
BUILDING FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	97
CAPITAL FACILITIES FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	103
COUNTY SCHOOL FACILITIES - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	109
CAPITAL PROJECT FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	115
DEBT SERVICES FUNDS	
DEBT SERVICE FUND DEFINITION.....	121
BOND INTEREST AND REDEMPTION FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	122
PROPRIETARY FUNDS	
PROPRIETARY FUND DEFINITION.....	127
SELF-INSURANCE FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	128
AVERAGE DAILY ATTENDANCE	133
CASH FLOW WORKSHEET	136

ANNUAL BUDGET REPORT:

July 1, 2023 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Serna Center, 5735 47th Avenue Sacramento CA

Date: 6/2/2023 - 6/8/2023

Adoption Date: 6/22/2023

Signed: _____

Clerk/Secretary of the Governing Board
(Original signature required)

Public Hearing:

Place: Serna Center, 5735 47th Avenue Sacramento CA

Date: 6/8/2023

Time: 6:30 PM

Contact person for additional information on the budget reports:

Name: Jesse Castillo

Title: Assistant Superintendent, Business Services

Telephone: 916-643-9055

E-mail: jesse-m-castillo@scusd.edu

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?	X	X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?		X
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

_____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ The District participates in the Schools Insurance Authority JPA.

_____ This school district is not self-insured for workers' compensation claims.

Signed

Clerk/Secretary of the Governing Board

(Original signature required)

Date of Meeting: 6/22/2023

For additional information on this certification, please contact:

Name: Jesse Castillo
Title: Assistant Superintendent, Business Services
Telephone: 916-643-9055
E-mail: jesse-m-castillo@scusd.edu

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).
Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

	Percentage Level	District ADA
	3.0%	0 to 300
	2.0%	301 to 1,000
	1.0%	1,001 and over
District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	33,585.52	
District's ADA Standard Percentage Level:	1.0%	

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2020-21)				
District Regular	38,436	38,220		
Charter School				
Total ADA	38,436	38,220	0.6%	Met
Second Prior Year (2021-22)				
District Regular	37,547	38,275		
Charter School				
Total ADA	37,547	38,275	N/A	Met
First Prior Year (2022-23)				
District Regular	36,317	37,388		
Charter School		0		
Total ADA	36,317	37,388	N/A	Met
Budget Year (2023-24)				
District Regular	35,929			
Charter School	0			
Total ADA	35,929			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
	Budget	CBEDS Actual		
Third Prior Year (2020-21)				
District Regular	40,383	39,003		
Charter School				
Total Enrollment	40,383	39,003	3.4%	Not Met
Second Prior Year (2021-22)				
District Regular	39,703	38,045		
Charter School				
Total Enrollment	39,703	38,045	4.2%	Not Met
First Prior Year (2022-23)				
District Regular	36,543	37,289		
Charter School				
Total Enrollment	36,543	37,289	N/A	Met
Budget Year (2023-24)				
District Regular	36,506			
Charter School				
Total Enrollment	36,506			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2020-21)			
District Regular	38,220	39,003	
Charter School		0	
Total ADA/Enrollment	38,220	39,003	98.0%
Second Prior Year (2021-22)			
District Regular	32,673	38,045	
Charter School	0		
Total ADA/Enrollment	32,673	38,045	85.9%
First Prior Year (2022-23)			
District Regular	33,727	37,289	
Charter School			
Total ADA/Enrollment	33,727	37,289	90.4%
		Historical Average Ratio:	91.4%
	District's ADA to Enrollment Standard (historical average ratio plus 0.5%):		91.9%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2023-24)				
District Regular	33,586	36,506		
Charter School	0			
Total ADA/Enrollment	33,586	36,506	92.0%	Not Met
1st Subsequent Year (2024-25)				
District Regular	33,414	36,320		
Charter School				
Total ADA/Enrollment	33,414	36,320	92.0%	Not Met
2nd Subsequent Year (2025-26)				
District Regular	33,244	36,135		
Charter School				
Total ADA/Enrollment	33,244	36,135	92.0%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

Prior to the COVID-18 pandemic, the district historically experience ADA to enrollment rates of approximately 94.5% on average. Due to the pandemic, the average ratio has declined however as the district continues into the post-pandemic environment it projects an improved ADA to enrollment ratio.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	37,495.52	36,036.29	34,529.96	33,682.99
b. Prior Year ADA (Funded)		37,495.52	36,036.29	34,529.96
c. Difference (Step 1a minus Step 1b)		(1,459.23)	(1,506.33)	(846.97)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(3.89%)	(4.18%)	(2.45%)
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		481,858,975.00	500,346,764.00	501,052,464.00
b1. COLA percentage		13.26%	8.22%	3.94%
b2. COLA amount (proxy for purposes of this criterion)		63,894,500.09	41,128,504.00	19,741,467.08
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		13.26%	8.22%	3.94%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)				
		9.37%	4.04%	1.49%
LCFF Revenue Standard (Step 3, plus/minus 1%):		8.37% to 10.37%	3.04% to 5.04%	0.49% to 2.49%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	128,051,737.00	128,051,737.00	128,057,737.00	128,051,737.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	496,196,542.00	514,723,821.00	501,052,464.00	504,757,435.00
District's Projected Change in LCFF Revenue:		3.73%	(2.66%)	.74%
LCFF Revenue Standard		8.37% to 10.37%	3.04% to 5.04%	0.49% to 2.49%
Status:		Not Met	Not Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The standard is not met in 24-25 due to the 2023-24 LCFF figure including the In-Lieu of Property taxes. True LCFF funding net of the In-Lieu of for 2023-24 is \$500,346,764, which would result in equate to a .14% change in 2024-25 within the standard range.

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
	Third Prior Year (2020-21)	301,601,587.00	
Second Prior Year (2021-22)	330,431,834.82	355,668,555.40	92.9%
First Prior Year (2022-23)	331,757,772.33	370,931,750.56	89.4%
	Historical Average Ratio:		91.5%

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	88.5% to 94.5%	88.5% to 94.5%	88.5% to 94.5%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)		
	Budget Year (2023-24)	351,827,944.69		
1st Subsequent Year (2024-25)	361,104,033.26	396,319,029.12	91.1%	Met
2nd Subsequent Year (2025-26)	369,868,859.12	400,429,445.36	92.4%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	9.37%	4.04%	1.49%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-0.63% to 19.37%	-5.96% to 14.04%	-8.51% to 11.49%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	4.37% to 14.37%	-0.96% to 9.04%	-3.51% to 6.49%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2022-23)	150,306,320.13		
Budget Year (2023-24)	99,571,860.51	(33.75%)	Yes
1st Subsequent Year (2024-25)	39,089,508.00	(60.74%)	Yes
2nd Subsequent Year (2025-26)	39,089,508.00	0.00%	No

Explanation:
(required if Yes)

Federal revenue decreased in 2023-24 as the district continues to spend down its COVID related funding sources. In 2024-25 all COVID related revenue is removed from the budget resulting in a decrease in federal revenue.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2022-23)	188,266,040.59		
Budget Year (2023-24)	111,824,543.94	(40.60%)	Yes
1st Subsequent Year (2024-25)	111,099,686.26	(.65%)	No
2nd Subsequent Year (2025-26)	111,099,686.26	0.00%	No

Explanation:
(required if Yes)

State revenue decreased in 2023-24 to remove the one-time state revenue related to the Arts Music Grant and Learning Recovery Emergency Block grants received in 2022-23.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2022-23)	10,412,471.71		
Budget Year (2023-24)	6,184,125.10	(40.61%)	Yes
1st Subsequent Year (2024-25)	6,184,125.00	0.00%	No
2nd Subsequent Year (2025-26)	6,184,125.00	0.00%	No

Explanation:
(required if Yes)

Other local revenue decreased due to expending local carry over resources in the 2022-23 year.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2022-23)	56,719,881.33		
Budget Year (2023-24)	38,736,988.51	(31.70%)	Yes
1st Subsequent Year (2024-25)	29,410,799.48	(24.08%)	Yes
2nd Subsequent Year (2025-26)	24,644,077.48	(16.21%)	Yes

Explanation:
(required if Yes)

Books and supplies decreased in 2023-24 due to the removal of one time COVID funding related expenditures in 2022-23 as well as other one-time carry over grant expenditures.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2022-23)	158,484,439.15		
Budget Year (2023-24)	111,859,298.06	(29.42%)	Yes
1st Subsequent Year (2024-25)	104,768,974.09	(6.34%)	Yes
2nd Subsequent Year (2025-26)	107,328,203.29	2.44%	No

Explanation:
(required if Yes)

Services and other operating expenditures decreased in 2023-24 due to the removal of one time COVID funding related expenditures in 2022-23 as well as other one-time carry over grant expenditures.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
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Total Federal, Other State, and Other Local Revenue (Criterion 6B)

First Prior Year (2022-23)	348,984,832.43		
Budget Year (2023-24)	217,580,529.55	(37.65%)	Not Met
1st Subsequent Year (2024-25)	156,373,319.26	(28.13%)	Not Met
2nd Subsequent Year (2025-26)	156,373,319.26	0.00%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2022-23)	215,204,320.48		
Budget Year (2023-24)	150,596,286.57	(30.02%)	Not Met
1st Subsequent Year (2024-25)	134,179,773.57	(10.90%)	Not Met
2nd Subsequent Year (2025-26)	131,972,280.77	(1.65%)	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Federal revenue decreased in 2023-24 as the district continues to spend down its COVID related funding sources. In 2024-25 all COVID related revenue is removed from the budget resulting in a decrease in federal revenue.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

State revenue decreased in 2023-24 to remove the one-time state revenue related to the Arts Music Grant and Learning Recovery Emergency Block grants received in 2022-23.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

Other local revenue decreased due to expending local carry over resources in the 2022-23 year.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

Books and supplies decreased in 2023-24 due to the removal of one time COVID funding related expenditures in 2022-23 as well as other one-time carry over grant expenditures.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

Services and other operating expenditures decreased in 2023-24 due to the removal of one time COVID funding related expenditures in 2022-23 as well as other one-time carry over grant expenditures.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)

616,439,640.68

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required
Minimum Contribution
(Line 2c times 3%)

Budgeted Contribution¹
to the Ongoing and Major
Maintenance Account

Status

c. Net Budgeted Expenditures and Other Financing Uses

616,439,640.68	18,493,189.22	18,493,200.00	Met
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¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. **CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2020-21)	Second Prior Year (2021-22)	First Prior Year (2022-23)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	11,907,405.00	12,763,716.00	15,263,580.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	33,494,273.55	36,032,700.78	76,429,600.47
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	(.10)
e. Available Reserves (Lines 1a through 1d)	45,401,678.55	48,796,416.78	91,693,180.37
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	596,063,153.41	640,846,003.10	765,521,338.20
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	596,063,153.41	640,846,003.10	765,521,338.20
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	7.6%	7.6%	12.0%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	2.5%	2.5%	4.0%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000- 7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2020-21)	19,009,011.19	328,548,949.04	N/A	Met
Second Prior Year (2021-22)	(37,835,848.49)	358,328,757.65	10.6%	Not Met
First Prior Year (2022-23)	31,843,306.42	372,057,292.56	N/A	Met
Budget Year (2023-24) (Information only)	27,665,212.18	386,283,967.11		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

The district had a deficit in the 2021-22 year above the standard due to bargaining agreement settlements with labor partners that included a 4% ongoing salary increase as well as numerous one-time stipends for bargaining groups. Additionally, the district had an 8 day labor strike which resulted in the closure of schools and subsequently an instructional time and instructional day penalty of approximately \$47M.

9. **CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)		Status
	Original Budget	Estimated/Unaudited Actuals			
Third Prior Year (2020-21)	63,803,265.00	84,699,102.92	N/A		Met
Second Prior Year (2021-22)	95,627,953.27	102,870,380.90	N/A		Met
First Prior Year (2022-23)	42,691,089.10	65,034,532.41	N/A		Met
Budget Year (2023-24) (Information only)	96,877,838.83				

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. **CRITERION: Reserves**

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$80,000 (greater of)	0 to 300
4% or \$80,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	33,586	33,414	33,244
District's Reserve Standard Percentage Level:	2%	2%	2%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds
(Fund 10, resources 3300-3499, 6500-6540 and 6546,
objects 7211-7213 and 7221-7223)

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	698,964,175.11	687,874,757.64	689,124,125.88
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	698,964,175.11	687,874,757.64	689,124,125.88
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	13,979,283.50	13,757,495.15	13,782,482.52
6. Reserve Standard - by Amount			

(\\$80,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	13,979,283.50	13,757,495.15	13,782,482.52

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	13,929,776.00	13,707,987.00	13,732,975.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	22,195,677.01	32,797,176.15	34,350,902.05
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	(.10)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	36,125,452.91	46,505,163.15	48,083,877.05
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	5.17%	6.76%	6.98%
District's Reserve Standard (Section 10B, Line 7):	13,979,283.50	13,757,495.15	13,782,482.52
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2022-23)	(96,991,460.00)			
Budget Year (2023-24)	(104,925,542.97)	7,934,082.97	8.2%	Met
1st Subsequent Year (2024-25)	(112,881,683.00)	7,956,140.03	7.6%	Met
2nd Subsequent Year (2025-26)	(121,307,234.00)	8,425,551.00	7.5%	Met
1b. Transfers In, General Fund *				
First Prior Year (2022-23)	2,342,426.00			
Budget Year (2023-24)	2,475,399.00	132,973.00	5.7%	Met
1st Subsequent Year (2024-25)	2,475,399.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	2,475,399.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2022-23)	1,125,542.00			
Budget Year (2023-24)	0.00	(1,125,542.00)	(100.0%)	Not Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Transfers out have decreased due to no contribution projected for Adult Education or the Charter School Fund as of the 2023-24 Adopted budget.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2023
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation				
General Obligation Bonds	27	Fund 51 - Bond Interest and Redemption Fund	Object 7438, 7439	451,272,966
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01, 09, 11, 13, 21, 67, 68	Object Code 1-3999	6,972,199

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023
Lease Revenue Bonds	18	Fund 25 Developer Fees, Fund 49 Mello Roos	Object 7438, 7439	52,060,000
TOTAL:				510,305,166

Type of Commitment (continued)	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds	49,025,173	38,111,178	38,801,801	37,249,550
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Lease Revenue Bonds	5,467,974	5,466,294	5,462,364	5,486,298
Total Annual Payments:	54,493,147	43,577,472	44,264,165	42,735,848
Has total annual payment increased over prior year (2022-23)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2 For the district's OPEB:
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Employees must meet eligibility requirements outlined in respective bargaining unit agreements in order to receive lifetime benefits.

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	0

4 OPEB Liabilities

a. Total OPEB liability	442,140,012.00
b. OPEB plan(s) fiduciary net position (if applicable)	133,906,497.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	308,233,515.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	6/30/2021

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
5. OPEB Contributions			
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	28,427,786.00	28,427,786.00	28,427,786.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	25,877,951.47	28,427,786.00	28,427,786.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	19,288,427.00	20,029,056.00	20,988,265.00
d. Number of retirees receiving OPEB benefits	3,098.00	3,098.00	3,098.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

The District has established a self insurance fund to account for employee vision, dental and worker compensation benefits. The plans are self-insured through a pool and we contract with a third party administrator for benefits processing. The District belongs to a Joint Powers Authority that helps manage the worker's compensation claims to maintain lower costs.

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs

15,010,795.97

b. Unfunded liability for self-insurance programs

15,010,795.97

4. Self-Insurance Contributions

a. Required contribution (funding) for self-insurance programs

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
a. Required contribution (funding) for self-insurance programs	15,010,795.97	15,010,796.00	15,010,796.00
b. Amount contributed (funded) for self-insurance programs	15,010,795.97	15,010,796.00	15,010,796.00

b. Amount contributed (funded) for self-insurance programs

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full - time - equivalent(FTE) positions	2267.60	2269.87	2263.87	2257.87

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

--

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:		End Date:	
-------------	--	-----------	--

5. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--

or

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	2,918,319		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)
7.	Amount included for any tentative salary schedule increases	0	0	0
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2023-24)	(2024-25)	(2025-26)

Certificated (Non-management) Health and Welfare (H&W) Benefits

1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	55,542,619	60,430,370	
3.	Percent of H&W cost paid by employer	100.0%	100.0%	100.0%
4.	Percent projected change in H&W cost over prior year	8.8%	8.8%	8.8%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No		
----	--	--

Certificated (Non-management) Step and Column Adjustments

1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	Actuals	3,161,496	3,205,757
3.	Percent change in step & column over prior year	1.4%	1.4%	1.4%

Certificated (Non-management) Attrition (layoffs and retirements)

1.	Are savings from attrition included in the budget and MYPs?	Yes	No	No
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	No	No

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified(non - management) FTE positions	1404.8	1358.14	1358.14	1358.14

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

--

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:

--

 End Date:

--

5. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--	--	--

or

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	888,145		
Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)	

7. Amount included for any tentative salary schedule increases

	0	0	0
Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)	

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

	Yes	Yes	Yes
28,062,611	32,380,231	35,229,691	
100.0%	100.0%	100.0%	
8.8%	8.8%	8.8%	

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

	0	0	0
--	---	---	---

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

	Yes	Yes	Yes
Actuals	425,263	428,240	
.7%	.7%	.7%	

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

	Yes	No	No
Yes	No	No	

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	324.2	319.8	319.8	319.8

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement
% change in salary schedule from prior year (may enter text, such as "Reopener")

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

514,898		
---------	--	--

4. Amount included for any tentative salary schedule increases

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
0	0	0

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
6,794,811	7,392,754	8,043,317
100.0%	100.0%	100.0%
8.8%	8.8%	8.8%

Management/Supervisor/Confidential

Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
Actuals	272,417	274,324
.7%	.7%	.7%

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
No	No	No

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes

2. Adoption date of the LCAP or an update to the LCAP.

Jun 22, 2023

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	Yes
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
A7.	Is the district's financial system independent of the county office system?	Yes
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	500,346,764.00	0.14%	501,052,464.00	0.75%	504,787,435.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	11,901,384.26	0.00%	11,901,384.26	0.00%	11,901,384.26
4. Other Local Revenues	8600-8799	4,151,175.00	0.00%	4,151,175.00	0.00%	4,151,175.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,475,399.00	0.00%	2,475,399.00	0.00%	2,475,399.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(104,925,542.97)	7.58%	(112,881,683.00)	7.46%	(121,307,234.00)
6. Total (Sum lines A1 thru A5c)		413,949,179.29	-1.75%	406,698,739.26	-1.15%	402,008,159.26
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				178,470,005.80		179,830,937.88
b. Step & Column Adjustment				2,498,580.08		2,517,633.13
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,137,648.00)		(514,488.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	178,470,005.80	0.76%	179,830,937.88	1.11%	181,834,083.01
2. Classified Salaries						
a. Base Salaries				42,511,512.58		43,813,457.58
b. Step & Column Adjustment				297,581.00		306,694.20
c. Cost-of-Living Adjustment						
d. Other Adjustments				1,004,364.00		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	42,511,512.58	3.06%	43,813,457.58	0.70%	44,120,151.78
3. Employee Benefits	3000-3999	130,846,426.31	5.05%	137,459,637.80	4.70%	143,914,624.33
4. Books and Supplies	4000-4999	13,219,895.98	6.02%	14,015,708.48	-34.91%	9,122,655.48
5. Services and Other Operating Expenditures	5000-5999	27,570,886.09	-0.83%	27,340,886.09	0.59%	27,501,833.29
6. Capital Outlay	6000-6999	49,259.00	0.00%	49,259.00	0.00%	49,259.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,510,300.00	0.00%	1,510,300.00	0.00%	1,510,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(7,894,318.65)	-2.45%	(7,701,157.71)	-1.01%	(7,623,461.53)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		386,283,967.11	2.60%	396,319,029.12	1.04%	400,429,445.36

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		27,665,212.18		10,379,710.14		1,578,713.90
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		96,877,838.83		124,543,051.01		134,922,761.15
2. Ending Fund Balance (Sum lines C and D1)		124,543,051.01		134,922,761.15		136,501,475.05
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	85,832,540.00		85,832,540.00		85,832,540.00
d. Assigned	9780	2,260,058.00		2,260,058.00		2,260,058.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	13,929,776.00		13,707,987.00		13,732,975.00
2. Unassigned/Unappropriated	9790	22,195,677.01		32,797,176.15		34,350,902.05
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		124,543,051.01		134,922,761.15		136,501,475.05
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	13,929,776.00		13,707,987.00		13,732,975.00
c. Unassigned/Unappropriated	9790	22,195,677.01		32,797,176.15		34,350,902.05
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		36,125,453.01		46,505,163.15		48,083,877.05
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments include increases for estimated supplemental concentration grant fund increase offset by decreases for projected enrollment decline and removal of 1x professional learning related to textbook adoption. Classified adjustments include additional school safety positions.						

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	2,478,216.00	0.00%	2,478,216.00	0.00%	2,478,216.00
2. Federal Revenues	8100-8299	99,571,860.51	-60.74%	39,089,508.00	0.00%	39,089,508.00
3. Other State Revenues	8300-8599	99,923,159.68	-0.73%	99,198,302.00	0.00%	99,198,302.00
4. Other Local Revenues	8600-8799	2,032,950.10	0.00%	2,032,950.00	0.00%	2,032,950.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	104,925,542.97	7.58%	112,881,683.00	7.46%	121,307,234.00
6. Total (Sum lines A1 thru A5c)		308,931,729.26	-17.24%	255,680,659.00	3.30%	264,106,210.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				70,896,487.51		78,538,959.51
b. Step & Column Adjustment				422,847.00		428,767.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				7,219,625.00		(6,257,453.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	70,896,487.51	10.78%	78,538,959.51	-7.42%	72,710,273.51
2. Classified Salaries						
a. Base Salaries				34,523,944.01		31,543,654.01
b. Step & Column Adjustment				153,825.00		154,901.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(3,134,115.00)		784,075.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	34,523,944.01	-8.63%	31,543,654.01	2.98%	32,482,630.01
3. Employee Benefits	3000-3999	89,940,805.24	-7.42%	83,271,157.00	1.85%	84,810,601.00
4. Books and Supplies	4000-4999	25,517,092.53	-39.67%	15,395,091.00	0.82%	15,521,422.00
5. Services and Other Operating Expenditures	5000-5999	84,288,411.97	-8.14%	77,428,088.00	3.10%	79,826,370.00
6. Capital Outlay	6000-6999	896,917.94	0.00%	896,918.00	0.00%	896,918.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	6,616,548.80	-2.92%	6,423,388.00	-1.21%	6,345,691.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)				(1,941,527.00)		(3,899,225.00)
11. Total (Sum lines B1 thru B10)		312,680,208.00	-6.76%	291,555,728.52	-0.98%	288,694,680.52
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(3,748,478.74)		(35,875,069.52)		(24,588,470.52)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		82,851,542.18		79,103,063.44		43,227,993.92
2. Ending Fund Balance (Sum lines C and D1)		79,103,063.44		43,227,993.92		18,639,523.40
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	79,103,063.54		43,227,993.92		18,639,523.40
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(.10)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		79,103,063.44		43,227,993.92		18,639,523.40
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments for certificated and classified salaries include adjustments to shift salaries from ESSER funds to other restricted funded sources. Other adjustments under line 11 include budget reductions to restricted resources in order to pay for increased salary and benefit costs in 2024-25 and 2025-26.2						

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	502,824,980.00	0.14%	503,530,680.00	0.74%	507,265,651.00
2. Federal Revenues	8100-8299	99,571,860.51	-60.74%	39,089,508.00	0.00%	39,089,508.00
3. Other State Revenues	8300-8599	111,824,543.94	-0.65%	111,099,686.26	0.00%	111,099,686.26
4. Other Local Revenues	8600-8799	6,184,125.10	0.00%	6,184,125.00	0.00%	6,184,125.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,475,399.00	0.00%	2,475,399.00	0.00%	2,475,399.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		722,880,908.55	-8.37%	662,379,398.26	0.56%	666,114,369.26
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				249,366,493.31		258,369,897.39
b. Step & Column Adjustment				2,921,427.08		2,946,400.13
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				6,081,977.00		(6,771,941.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	249,366,493.31	3.61%	258,369,897.39	-1.48%	254,544,356.52
2. Classified Salaries						
a. Base Salaries				77,035,456.59		75,357,111.59
b. Step & Column Adjustment				451,406.00		461,595.20
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,129,751.00)		784,075.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	77,035,456.59	-2.18%	75,357,111.59	1.65%	76,602,781.79
3. Employee Benefits	3000-3999	220,787,231.55	-0.03%	220,730,794.80	3.62%	228,725,225.33
4. Books and Supplies	4000-4999	38,736,988.51	-24.08%	29,410,799.48	-16.21%	24,644,077.48
5. Services and Other Operating Expenditures	5000-5999	111,859,298.06	-6.34%	104,768,974.09	2.44%	107,328,203.29
6. Capital Outlay	6000-6999	946,176.94	0.00%	946,177.00	0.00%	946,177.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,510,300.00	0.00%	1,510,300.00	0.00%	1,510,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,277,769.85)	0.00%	(1,277,769.71)	0.00%	(1,277,770.53)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(1,941,527.00)		(3,899,225.00)
11. Total (Sum lines B1 thru B10)		698,964,175.11	-1.59%	687,874,757.64	0.18%	689,124,125.88
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		23,916,733.44		(25,495,359.38)		(23,009,756.62)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		179,729,381.01		203,646,114.45		178,150,755.07
2. Ending Fund Balance (Sum lines C and D1)		203,646,114.45		178,150,755.07		155,140,998.45
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	79,103,063.54		43,227,993.92		18,639,523.40
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	85,832,540.00		85,832,540.00		85,832,540.00
d. Assigned	9780	2,260,058.00		2,260,058.00		2,260,058.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	13,929,776.00		13,707,987.00		13,732,975.00
2. Unassigned/Unappropriated	9790	22,195,676.91		32,797,176.15		34,350,902.05
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		203,646,114.45		178,150,755.07		155,140,998.45
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	13,929,776.00		13,707,987.00		13,732,975.00
c. Unassigned/Unappropriated	9790	22,195,677.01		32,797,176.15		34,350,902.05
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(.10)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		36,125,452.91		46,505,163.15		48,083,877.05
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		5.17%		6.76%		6.98%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		33,585.52		33,414.40		33,244.20
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)						
		698,964,175.11		687,874,757.64		689,124,125.88
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)						
		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)						
		698,964,175.11		687,874,757.64		689,124,125.88
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)						
		2.00%		2.00%		2.00%
e. Reserve Standard - By Percent (Line F3c times F3d)						
		13,979,283.50		13,757,495.15		13,782,482.52
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)						
		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)						
		13,979,283.50		13,757,495.15		13,782,482.52
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)						
		YES		YES		YES

GENERAL FUND

General Fund Definition

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund. The General Fund also contains categorical programs such as Every Student Succeeds Act (ESSA), Title I, After School Education and Safety (ASES), and others.

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	481,819,485.00	2,251,179.00	484,070,664.00	500,346,764.00	2,478,216.00	502,824,980.00	3.9%
2) Federal Revenue		8100-8299	0.00	150,306,320.13	150,306,320.13	0.00	99,571,860.51	99,571,860.51	-33.8%
3) Other State Revenue		8300-8599	10,945,417.00	177,320,623.59	188,266,040.59	11,901,384.26	99,923,159.68	111,824,543.94	-40.6%
4) Other Local Revenue		8600-8799	5,784,730.98	4,627,740.73	10,412,471.71	4,151,175.00	2,032,950.10	6,184,125.10	-40.6%
5) TOTAL, REVENUES			498,549,632.98	334,505,863.45	833,055,496.43	516,399,323.26	204,006,186.29	720,405,509.55	-13.5%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	171,576,990.31	66,264,038.44	237,841,028.75	178,470,005.80	70,896,487.51	249,366,493.31	4.8%
2) Classified Salaries		2000-2999	40,009,017.37	29,454,601.55	69,463,618.92	42,511,512.58	34,523,944.01	77,035,456.59	10.9%
3) Employee Benefits		3000-3999	120,171,764.65	81,852,602.09	202,024,366.74	130,846,426.31	89,940,805.24	220,787,231.55	9.3%
4) Books and Supplies		4000-4999	16,556,138.86	40,163,742.47	56,719,881.33	13,219,895.98	25,517,092.53	38,736,988.51	-31.7%
5) Services and Other Operating Expenditures		5000-5999	27,038,455.22	131,445,983.93	158,484,439.15	27,570,886.09	84,288,411.97	111,859,298.06	-29.4%
6) Capital Outlay		6000-6999	1,963,720.94	37,776,567.06	39,740,288.00	49,259.00	896,917.94	946,176.94	-97.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,540,000.00	0.00	1,540,000.00	1,510,300.00	0.00	1,510,300.00	-1.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(7,924,336.79)	6,506,510.10	(1,417,826.69)	(7,894,318.65)	6,616,548.80	(1,277,769.85)	-9.9%
9) TOTAL, EXPENDITURES			370,931,750.56	393,464,045.64	764,395,796.20	386,283,967.11	312,680,208.00	698,964,175.11	-8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			127,617,882.42	(58,958,182.19)	68,659,700.23	130,115,356.15	(108,674,021.71)	21,441,334.44	-68.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,342,426.00	0.00	2,342,426.00	2,475,399.00	0.00	2,475,399.00	5.7%
b) Transfers Out		7600-7629	1,125,542.00	0.00	1,125,542.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(96,991,460.00)	96,991,460.00	0.00	(104,925,542.97)	104,925,542.97	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(95,774,576.00)	96,991,460.00	1,216,884.00	(102,450,143.97)	104,925,542.97	2,475,399.00	103.4%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			31,843,306.42	38,033,277.81	69,876,584.23	27,665,212.18	(3,748,478.74)	23,916,733.44	-65.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%
2) Ending Balance, June 30 (E + F1e)			96,877,838.83	82,851,542.18	179,729,381.01	124,543,051.01	79,103,063.44	203,646,114.45	13.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	225,000.00	0.00	225,000.00	225,000.00	0.00	225,000.00	0.0%
Stores		9712	104,391.36	0.00	104,391.36	100,000.00	0.00	100,000.00	-4.2%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	82,851,542.28	82,851,542.28	0.00	79,103,063.54	79,103,063.54	-4.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	85,832,540.00	0.00	85,832,540.00	New
Unsettled Labor Negotiations	0000	9760			0.00	85,832,540.00		85,832,540.00	
d) Assigned									
Other Assignments		9780	4,855,267.00	0.00	4,855,267.00	2,260,058.00	0.00	2,260,058.00	-53.5%
Supplemental Concentration funds	0000	9780	4,855,267.00		4,855,267.00			0.00	
Supplemental Concentration Funds	0000	9780			0.00	2,260,058.00		2,260,058.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	15,263,580.00	0.00	15,263,580.00	13,929,776.00	0.00	13,929,776.00	-8.7%
Unassigned/Unappropriated Amount		9790	76,429,600.47	(.10)	76,429,600.37	22,195,677.01	(.10)	22,195,676.91	-71.0%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	205,367,478.90	8,305,646.91	213,673,125.81				
1) Fair Value Adjustment to Cash in County Treasury		9111	(2,028,462.71)	0.00	(2,028,462.71)				
b) in Banks		9120	(21,453.69)	0.00	(21,453.69)				
c) in Revolving Cash Account		9130	225,000.00	0.00	225,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	4,896,568.00	99,184.60	4,995,752.60				
4) Due from Grantor Government		9290	0.00	726,481.17	726,481.17				
5) Due from Other Funds		9310	0.00	0.00	0.00				

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
6) Stores		9320	104,391.36	0.00	104,391.36				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			208,543,521.86	9,131,312.68	217,674,834.54				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	66,475,261.83	1,227,434.05	67,702,695.88				
2) Due to Grantor Governments		9590	53,509,308.00	1,851,292.54	55,360,600.54				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			119,984,569.83	3,078,726.59	123,063,296.42				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(G10 + H2) - (I6 + J2)			88,558,952.03	6,052,586.09	94,611,538.12				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	264,331,511.00	0.00	264,331,511.00	270,827,316.00	0.00	270,827,316.00	2.5%
Education Protection Account State Aid - Current Year		8012	103,813,294.00	0.00	103,813,294.00	115,844,768.00	0.00	115,844,768.00	11.6%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	676,780.00	0.00	676,780.00	676,780.00	0.00	676,780.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	90,638,481.00	0.00	90,638,481.00	90,638,481.00	0.00	90,638,481.00	0.0%
Unsecured Roll Taxes		8042	2,922,607.00	0.00	2,922,607.00	2,922,607.00	0.00	2,922,607.00	0.0%
Prior Years' Taxes		8043	565,379.00	0.00	565,379.00	565,379.00	0.00	565,379.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Supplemental Taxes		8044	4,137,666.00	0.00	4,137,666.00	4,137,666.00	0.00	4,137,666.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	17,357,503.00	0.00	17,357,503.00	17,357,503.00	0.00	17,357,503.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	11,753,321.00	0.00	11,753,321.00	11,753,321.00	0.00	11,753,321.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			496,196,542.00	0.00	496,196,542.00	514,723,821.00	0.00	514,723,821.00	3.7%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(14,377,057.00)	0.00	(14,377,057.00)	(14,377,057.00)	0.00	(14,377,057.00)	0.0%
Property Taxes Transfers		8097	0.00	2,251,179.00	2,251,179.00	0.00	2,478,216.00	2,478,216.00	10.1%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			481,819,485.00	2,251,179.00	484,070,664.00	500,346,764.00	2,478,216.00	502,824,980.00	3.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	9,506,070.55	9,506,070.55	0.00	9,572,361.00	9,572,361.00	0.7%
Special Education Discretionary Grants		8182	0.00	3,093,920.40	3,093,920.40	0.00	905,122.00	905,122.00	-70.7%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		25,441,925.00	25,441,925.00		20,413,155.00	20,413,155.00	-19.8%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		2,493,225.60	2,493,225.60		2,076,947.00	2,076,947.00	-16.7%
Title III, Part A, Immigrant Student Program	4201	8290		99,580.37	99,580.37		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		1,792,800.14	1,792,800.14		970,401.00	970,401.00	-45.9%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		8,602,643.33	8,602,643.33		4,057,081.25	4,057,081.25	-52.8%
Career and Technical Education	3500-3599	8290		541,738.00	541,738.00		592,019.00	592,019.00	9.3%
All Other Federal Revenue	All Other	8290	0.00	98,734,416.74	98,734,416.74	0.00	60,984,774.26	60,984,774.26	-38.2%
TOTAL, FEDERAL REVENUE			0.00	150,306,320.13	150,306,320.13	0.00	99,571,860.51	99,571,860.51	-33.8%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		34,205,802.00	34,205,802.00		31,238,631.91	31,238,631.91	-8.7%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,459,531.00	0.00	1,459,531.00	1,625,347.26	0.00	1,625,347.26	11.4%
Lottery - Unrestricted and Instructional Materials		8560	5,901,089.00	2,353,195.00	8,254,284.00	5,898,660.00	2,324,766.00	8,223,426.00	-0.4%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		9,163,646.92	9,163,646.92		9,160,217.35	9,160,217.35	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		382,422.94	382,422.94		406,966.00	406,966.00	6.4%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		2,472,230.37	2,472,230.37		2,593,290.54	2,593,290.54	4.9%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,584,797.00	128,743,326.36	132,328,123.36	4,377,377.00	54,199,287.88	58,576,664.88	-55.7%
TOTAL, OTHER STATE REVENUE			10,945,417.00	177,320,623.59	188,266,040.59	11,901,384.26	99,923,159.68	111,824,543.94	-40.6%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	85,876.00	0.00	85,876.00	50,000.00	0.00	50,000.00	-41.8%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,891,939.98	64,623.02	1,956,563.00	1,651,324.00	0.00	1,651,324.00	-15.6%
Interest		8660	1,250,000.00	0.00	1,250,000.00	1,250,000.00	0.00	1,250,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,968,490.00	0.00	1,968,490.00	813,851.00	0.00	813,851.00	-58.7%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	588,425.00	4,563,117.71	5,151,542.71	386,000.00	2,032,950.10	2,418,950.10	-53.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,784,730.98	4,627,740.73	10,412,471.71	4,151,175.00	2,032,950.10	6,184,125.10	-40.6%
TOTAL, REVENUES			498,549,632.98	334,505,863.45	833,055,496.43	516,399,323.26	204,006,186.29	720,405,509.55	-13.5%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	142,949,027.55	41,263,128.59	184,212,156.14	147,558,395.87	39,622,836.48	187,181,232.35	1.6%
Certificated Pupil Support Salaries		1200	11,280,019.84	9,440,526.95	20,720,546.79	10,885,971.14	11,166,098.27	22,052,069.41	6.4%
Certificated Supervisors' and Administrators' Salaries		1300	16,457,077.68	5,082,411.41	21,539,489.09	17,622,098.89	5,403,146.37	23,025,245.26	6.9%
Other Certificated Salaries		1900	890,865.24	10,477,971.49	11,368,836.73	2,403,539.90	14,704,406.39	17,107,946.29	50.5%
TOTAL, CERTIFICATED SALARIES			171,576,990.31	66,264,038.44	237,841,028.75	178,470,005.80	70,896,487.51	249,366,493.31	4.8%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,063,899.07	9,050,339.48	10,114,238.55	1,698,284.80	10,386,181.61	12,084,466.41	19.5%
Classified Support Salaries		2200	16,672,029.67	8,703,028.06	25,375,057.73	16,795,303.48	11,334,867.45	28,130,170.93	10.9%
Classified Supervisors' and Administrators' Salaries		2300	5,641,397.95	5,651,186.32	11,292,584.27	6,611,565.10	6,354,246.16	12,965,811.26	14.8%
Clerical, Technical and Office Salaries		2400	14,624,112.43	3,711,980.92	18,336,093.35	15,325,955.16	4,311,726.68	19,637,681.84	7.1%
Other Classified Salaries		2900	2,007,578.25	2,338,066.77	4,345,645.02	2,080,404.04	2,136,922.11	4,217,326.15	-3.0%
TOTAL, CLASSIFIED SALARIES			40,009,017.37	29,454,601.55	69,463,618.92	42,511,512.58	34,523,944.01	77,035,456.59	10.9%
EMPLOYEE BENEFITS									
STRS		3101-3102	30,921,909.90	38,178,285.61	69,100,195.51	32,849,899.47	34,974,391.49	67,824,290.96	-1.8%
PERS		3201-3202	9,866,742.82	7,140,229.50	17,006,972.32	11,559,720.82	9,324,467.71	20,884,188.53	22.8%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	5,747,907.41	3,280,768.90	9,028,676.31	6,877,981.79	4,852,481.01	11,730,462.80	29.9%
Unemployment Insurance		3401-3402	55,114,567.32	24,853,891.13	79,968,458.45	61,089,333.00	31,009,338.81	92,098,671.81	15.2%
Workers' Compensation		3501-3502	1,046,477.39	471,938.40	1,518,415.79	122,170.35	58,226.51	180,396.86	-88.1%
OPEB, Allocated		3601-3602	3,139,539.02	1,416,896.58	4,556,435.60	3,306,188.75	1,578,726.11	4,884,914.86	7.2%
OPEB, Active Employees		3701-3702	14,278,671.00	6,489,337.77	20,768,008.77	15,011,056.02	8,130,131.60	23,141,187.62	11.4%
Other Employee Benefits		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS		3901-3902	55,949.79	21,254.20	77,203.99	30,076.11	13,042.00	43,118.11	-44.2%
TOTAL, EMPLOYEE BENEFITS			120,171,764.65	81,852,602.09	202,024,366.74	130,846,426.31	89,940,805.24	220,787,231.55	9.3%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	9,698,645.17	3,347,653.31	13,046,298.48	5,095,610.87	2,149,828.00	7,245,438.87	-44.5%
Books and Other Reference Materials		4200	100,754.21	223,468.42	324,222.63	92,725.68	156,298.92	249,024.60	-23.2%
Materials and Supplies		4300	5,793,311.84	32,743,275.36	38,536,587.20	7,725,795.27	13,770,767.42	21,496,562.69	-44.2%
Noncapitalized Equipment		4400	963,427.64	3,843,094.86	4,806,522.50	305,764.16	9,440,198.19	9,745,962.35	102.8%
Food		4700	0.00	6,250.52	6,250.52	0.00	0.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			16,556,138.86	40,163,742.47	56,719,881.33	13,219,895.98	25,517,092.53	38,736,988.51	-31.7%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	913,026.12	99,899,442.28	100,812,468.40	811,586.00	62,620,028.00	63,431,614.00	-37.1%
Travel and Conferences		5200	322,464.09	1,264,425.54	1,586,889.63	410,877.00	581,164.36	992,041.36	-37.5%
Dues and Memberships		5300	162,690.06	52,825.15	215,515.21	157,554.00	13,200.00	170,754.00	-20.8%
Insurance		5400 - 5450	1,736,274.00	0.00	1,736,274.00	2,286,064.00	0.00	2,286,064.00	31.7%
Operations and Housekeeping Services		5500	10,961,413.20	46,446.85	11,007,860.05	10,855,523.35	0.00	10,855,523.35	-1.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,461,808.54	897,597.95	2,359,406.49	1,373,447.45	569,000.00	1,942,447.45	-17.7%
Transfers of Direct Costs		5710	(437,473.74)	437,473.74	0.00	(372,187.53)	372,187.53	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,971,303.49)	(103.64)	(1,971,407.13)	(1,273,367.00)	(9,500.00)	(1,282,867.00)	-34.9%
Professional/Consulting Services and Operating Expenditures		5800	12,097,320.86	28,820,409.99	40,917,730.85	11,751,998.34	20,110,104.08	31,862,102.42	-22.1%
Communications		5900	1,792,235.58	27,466.07	1,819,701.65	1,569,390.48	32,228.00	1,601,618.48	-12.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			27,038,455.22	131,445,983.93	158,484,439.15	27,570,886.09	84,288,411.97	111,859,298.06	-29.4%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	116,507.73	12,110,816.36	12,227,324.09	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	207,917.22	24,805,015.51	25,012,932.73	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Equipment		6400	1,573,386.99	758,056.65	2,331,443.64	7,259.00	640,000.00	647,259.00	-72.2%
Equipment Replacement		6500	65,909.00	102,678.54	168,587.54	42,000.00	256,917.94	298,917.94	77.3%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,963,720.94	37,776,567.06	39,740,288.00	49,259.00	896,917.94	946,176.94	-97.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	40,000.00	0.00	40,000.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,500,000.00	0.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	10,300.00	0.00	10,300.00	New
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,540,000.00	0.00	1,540,000.00	1,510,300.00	0.00	1,510,300.00	-1.9%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(6,506,510.10)	6,506,510.10	0.00	(6,616,548.80)	6,616,548.80	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(1,417,826.69)	0.00	(1,417,826.69)	(1,277,769.85)	0.00	(1,277,769.85)	-9.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(7,924,336.79)	6,506,510.10	(1,417,826.69)	(7,894,318.65)	6,616,548.80	(1,277,769.85)	-9.9%
TOTAL, EXPENDITURES			370,931,750.56	393,464,045.64	764,395,796.20	386,283,967.11	312,680,208.00	698,964,175.11	-8.6%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,342,426.00	0.00	2,342,426.00	2,475,399.00	0.00	2,475,399.00	5.7%
(a) TOTAL, INTERFUND TRANSFERS IN			2,342,426.00	0.00	2,342,426.00	2,475,399.00	0.00	2,475,399.00	5.7%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,125,542.00	0.00	1,125,542.00	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,125,542.00	0.00	1,125,542.00	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(96,991,460.00)	96,991,460.00	0.00	(104,925,542.97)	104,925,542.97	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(96,991,460.00)	96,991,460.00	0.00	(104,925,542.97)	104,925,542.97	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(95,774,576.00)	96,991,460.00	1,216,884.00	(102,450,143.97)	104,925,542.97	2,475,399.00	103.4%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	481,819,485.00	2,251,179.00	484,070,664.00	500,346,764.00	2,478,216.00	502,824,980.00	3.9%
2) Federal Revenue		8100-8299	0.00	150,306,320.13	150,306,320.13	0.00	99,571,860.51	99,571,860.51	-33.8%
3) Other State Revenue		8300-8599	10,945,417.00	177,320,623.59	188,266,040.59	11,901,384.26	99,923,159.68	111,824,543.94	-40.6%
4) Other Local Revenue		8600-8799	5,784,730.98	4,627,740.73	10,412,471.71	4,151,175.00	2,032,950.10	6,184,125.10	-40.6%
5) TOTAL, REVENUES			498,549,632.98	334,505,863.45	833,055,496.43	516,399,323.26	204,006,186.29	720,405,509.55	-13.5%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		233,565,603.05	228,678,689.83	462,244,292.88	239,243,343.35	192,334,726.15	431,578,069.50	-6.6%
2) Instruction - Related Services	2000-2999		43,887,945.32	51,904,812.73	95,792,758.05	49,897,683.93	41,858,476.98	91,756,160.91	-4.2%
3) Pupil Services	3000-3999		33,015,409.53	43,848,087.60	76,863,497.13	32,033,391.45	47,746,121.11	79,779,512.56	3.8%
4) Ancillary Services	4000-4999		4,499,409.78	786,832.63	5,286,242.41	4,523,578.46	537,285.83	5,060,864.29	-4.3%
5) Community Services	5000-5999		54,563.32	32,674.17	87,237.49	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		383.78	1,331.15	1,714.93	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		19,443,491.73	10,485,323.23	29,928,814.96	22,625,335.04	10,322,333.07	32,947,668.11	10.1%
8) Plant Services	8000-8999		34,924,944.05	57,726,294.30	92,651,238.35	36,450,334.88	19,881,264.86	56,331,599.74	-39.2%
9) Other Outgo	9000-9999	Except 7600-7699	1,540,000.00	0.00	1,540,000.00	1,510,300.00	0.00	1,510,300.00	-1.9%
10) TOTAL, EXPENDITURES			370,931,750.56	393,464,045.64	764,395,796.20	386,283,967.11	312,680,208.00	698,964,175.11	-8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			127,617,882.42	(58,958,182.19)	68,659,700.23	130,115,356.15	(108,674,021.71)	21,441,334.44	-68.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,342,426.00	0.00	2,342,426.00	2,475,399.00	0.00	2,475,399.00	5.7%
b) Transfers Out		7600-7629	1,125,542.00	0.00	1,125,542.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(96,991,460.00)	96,991,460.00	0.00	(104,925,542.97)	104,925,542.97	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(95,774,576.00)	96,991,460.00	1,216,884.00	(102,450,143.97)	104,925,542.97	2,475,399.00	103.4%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			31,843,306.42	38,033,277.81	69,876,584.23	27,665,212.18	(3,748,478.74)	23,916,733.44	-65.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			65,034,532.41	44,818,264.37	109,852,796.78	96,877,838.83	82,851,542.18	179,729,381.01	63.6%
2) Ending Balance, June 30 (E + F1e)			96,877,838.83	82,851,542.18	179,729,381.01	124,543,051.01	79,103,063.44	203,646,114.45	13.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	225,000.00	0.00	225,000.00	225,000.00	0.00	225,000.00	0.0%
Stores		9712	104,391.36	0.00	104,391.36	100,000.00	0.00	100,000.00	-4.2%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	82,851,542.28	82,851,542.28	0.00	79,103,063.54	79,103,063.54	-4.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	85,832,540.00	0.00	85,832,540.00	New
Unsettled Labor Negotiations	0000	9760			0.00	85,832,540.00		85,832,540.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	4,855,267.00	0.00	4,855,267.00	2,260,058.00	0.00	2,260,058.00	-53.5%
Supplemental Concentration funds	0000	9780	4,855,267.00		4,855,267.00			0.00	
Supplemental Concentration Funds	0000	9780			0.00	2,260,058.00		2,260,058.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	15,263,580.00	0.00	15,263,580.00	13,929,776.00	0.00	13,929,776.00	-8.7%
Unassigned/Unappropriated Amount		9790	76,429,600.47	(.10)	76,429,600.37	22,195,677.01	(.10)	22,195,676.91	-71.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6211	Literacy Coaches and Reading Specialists Grant Program	450,000.00	450,000.00
6266	Educator Effectiveness, FY 2021-22	6,877,622.82	4,646,379.60
6300	Lottery: Instructional Materials	1,094,132.66	1,094,132.66
6371	CalWORKs for ROCP or Adult Education	11,331.00	11,331.00
6547	Special Education Early Intervention Preschool Grant	1,489,972.00	1,489,972.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	10,881,239.00	10,881,239.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	1,169,808.00	1,169,808.00
7029	Child Nutrition: Food Service Staff Training Funds	310,200.81	310,200.81
7311	Classified School Employee Professional Development Block Grant	195,558.31	195,558.31
7388	SB 117 COVID-19 LEA Response Funds	142,872.01	142,872.01
7412	A-G Access/Success Grant	2,307,790.00	1,631,875.80
7413	A-G Learning Loss Mitigation Grant	865,181.00	455,346.67
7435	Learning Recovery Emergency Block Grant	51,605,064.00	50,206,664.00
7810	Other Restricted State	1,305.00	1,305.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	240,422.59	1,326,419.27
9010	Other Restricted Local	5,209,043.08	5,089,959.41
Total, Restricted Balance		82,851,542.28	79,103,063.54

SPECIAL REVENUE FUNDS

Special Revenue Funds Definition

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

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,447,941.02	1,447,941.02	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,447,941.02	1,447,941.02	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,447,941.02	1,447,941.02	0.0%
2) Ending Balance, June 30 (E + F1e)			1,447,941.02	1,447,941.02	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,442,007.02	1,447,941.02	0.4%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,442,007.02		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	5,934.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,447,941.02		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G10 + H2) - (I6 + J2)			1,447,941.02		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,447,941.02	1,447,941.02	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,447,941.02	1,447,941.02	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,447,941.02	1,447,941.02	0.0%
2) Ending Balance, June 30 (E + F1e)			1,447,941.02	1,447,941.02	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,442,007.02	1,447,941.02	0.4%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
8210	Student Activity Funds	1,442,007.02	1,447,941.02
Total, Restricted Balance		1,442,007.02	1,447,941.02

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	17,976,817.00	19,352,265.00	7.7%
2) Federal Revenue		8100-8299	783,137.64	406,837.26	-48.1%
3) Other State Revenue		8300-8599	6,834,578.27	934,919.20	-86.3%
4) Other Local Revenue		8600-8799	98,796.87	0.00	-100.0%
5) TOTAL, REVENUES			25,693,329.78	20,694,021.46	-19.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	7,771,986.43	8,216,209.50	5.7%
2) Classified Salaries		2000-2999	1,115,204.48	1,190,875.25	6.8%
3) Employee Benefits		3000-3999	6,035,697.12	5,788,535.32	-4.1%
4) Books and Supplies		4000-4999	4,032,570.93	1,228,739.23	-69.5%
5) Services and Other Operating Expenditures		5000-5999	3,336,836.32	1,848,231.81	-44.6%
6) Capital Outlay		6000-6999	759.48	169,979.00	22,281.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	143,200.23	0.00	-100.0%
9) TOTAL, EXPENDITURES			22,436,254.99	18,442,570.11	-17.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,257,074.79	2,251,451.35	-30.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	125,542.00	0.00	-100.0%
b) Transfers Out		7600-7629	2,342,426.00	2,475,399.00	5.7%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,216,884.00)	(2,475,399.00)	11.7%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,040,190.79	(223,947.65)	-121.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,347,446.34	10,387,637.13	11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,347,446.34	10,387,637.13	11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,347,446.34	10,387,637.13	11.1%
2) Ending Balance, June 30 (E + F1e)			10,387,637.13	10,163,689.48	-2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,991,372.25	3,757,424.60	-5.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	6,233,680.35	0.00	-100.0%
Charter School Fund	0000	9760	6,233,680.35		
d) Assigned					
Other Assignments		9780	162,584.53	6,406,264.88	3,840.3%
Education Protection Account	1400	9780	162,584.53		
Charter School Fund	0000	9780		6,243,680.35	
Education Protection Account	1400	9780		162,584.53	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	13,253,306.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	(86,066.27)		
b) in Banks		9120	10.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	8,694.27		
4) Due from Grantor Government		9290	266,191.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			13,442,135.67		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	149,136.93		
2) Due to Grantor Governments		9590	1,649,950.73		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,799,087.66		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			11,643,048.01		
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	10,993,389.00	12,263,952.90	11.6%
Education Protection Account State Aid - Current Year		8012	3,541,756.00	3,795,197.00	7.2%
State Aid - Prior Years		8019	0.00	0.00	0.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	3,441,672.00	3,293,115.10	-4.3%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			17,976,817.00	19,352,265.00	7.7%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	334,090.00	380,954.00	14.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	449,047.64	25,883.26	-94.2%
TOTAL, FEDERAL REVENUE			783,137.64	406,837.26	-48.1%
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan					
Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	47,199.00	42,718.00	-9.5%
Lottery - Unrestricted and Instructional Materials		8560	345,027.00	334,341.00	-3.1%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	6,442,352.27	557,860.20	-91.3%
TOTAL, OTHER STATE REVENUE			6,834,578.27	934,919.20	-86.3%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	40,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	58,796.87	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			98,796.87	0.00	-100.0%
TOTAL, REVENUES			25,693,329.78	20,694,021.46	-19.5%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	6,592,421.53	7,008,027.42	6.3%
Certificated Pupil Support Salaries		1200	379,673.67	442,431.97	16.5%
Certificated Supervisors' and Administrators' Salaries		1300	758,264.12	765,259.11	0.9%
Other Certificated Salaries		1900	41,627.11	491.00	-98.8%
TOTAL, CERTIFICATED SALARIES			7,771,986.43	8,216,209.50	5.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	282,015.80	201,601.30	-28.5%
Classified Support Salaries		2200	327,576.28	377,410.08	15.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	388,353.11	437,030.13	12.5%
Other Classified Salaries		2900	117,259.29	174,833.74	49.1%
TOTAL, CLASSIFIED SALARIES			1,115,204.48	1,190,875.25	6.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	2,301,132.15	1,998,484.88	-13.2%
PERS		3201-3202	250,164.13	294,369.54	17.7%
OASDI/Medicare/Alternative		3301-3302	217,533.32	250,626.63	15.2%
Health and Welfare Benefits		3401-3402	2,418,965.15	2,422,977.62	0.2%
Unemployment Insurance		3501-3502	43,680.97	5,094.98	-88.3%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Workers' Compensation		3601-3602	131,788.18	141,105.86	7.1%
OPEB, Allocated		3701-3702	670,190.91	674,872.81	0.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,242.31	1,003.00	-55.3%
TOTAL, EMPLOYEE BENEFITS			6,035,697.12	5,788,535.32	-4.1%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	194,118.97	136,568.00	-29.6%
Books and Other Reference Materials		4200	2,789.00	111,507.00	3,898.1%
Materials and Supplies		4300	3,252,646.56	968,164.23	-70.2%
Noncapitalized Equipment		4400	583,016.40	12,500.00	-97.9%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,032,570.93	1,228,739.23	-69.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	208,655.55	0.00	-100.0%
Travel and Conferences		5200	0.00	2,379.88	New
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	412,827.00	453,530.00	9.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	16,523.26	10,000.00	-39.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,943,575.67	1,195,425.00	-38.5%
Professional/Consulting Services and Operating Expenditures		5800	747,769.84	179,554.93	-76.0%
Communications		5900	7,485.00	7,342.00	-1.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,336,836.32	1,848,231.81	-44.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	759.48	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	169,979.00	New
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			759.48	169,979.00	22,281.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	143,200.23	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			143,200.23	0.00	-100.0%
TOTAL, EXPENDITURES			22,436,254.99	18,442,570.11	-17.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	125,542.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			125,542.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	2,342,426.00	2,475,399.00	5.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,342,426.00	2,475,399.00	5.7%
OTHER SOURCES/USES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,216,884.00)	(2,475,399.00)	11.7%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	17,976,817.00	19,352,265.00	7.7%
2) Federal Revenue		8100-8299	783,137.64	406,837.26	-48.1%
3) Other State Revenue		8300-8599	6,834,578.27	934,919.20	-86.3%
4) Other Local Revenue		8600-8799	98,796.87	0.00	-100.0%
5) TOTAL, REVENUES			25,693,329.78	20,694,021.46	-19.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		16,427,820.63	13,030,356.61	-20.7%
2) Instruction - Related Services	2000-2999		3,554,827.15	2,871,442.73	-19.2%
3) Pupil Services	3000-3999		681,583.51	759,824.30	11.5%
4) Ancillary Services	4000-4999		2,870.00	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		143,200.23	0.00	-100.0%
8) Plant Services	8000-8999		1,625,953.47	1,780,946.47	9.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			22,436,254.99	18,442,570.11	-17.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3,257,074.79	2,251,451.35	-30.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	125,542.00	0.00	-100.0%
b) Transfers Out		7600-7629	2,342,426.00	2,475,399.00	5.7%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,216,884.00)	(2,475,399.00)	11.7%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,040,190.79	(223,947.65)	-121.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,347,446.34	10,387,637.13	11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,347,446.34	10,387,637.13	11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,347,446.34	10,387,637.13	11.1%
2) Ending Balance, June 30 (E + F1e)			10,387,637.13	10,163,689.48	-2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	6,233,680.35	0.00	-100.0%
Charter School Fund	0000	9760	6,233,680.35		
d) Assigned					
Other Assignments (by Resource/Object)		9780	162,584.53	6,406,264.88	3,840.3%
Education Protection Account	1400	9780	162,584.53		
Charter School Fund	0000	9780		6,243,680.35	
Education Protection Account	1400	9780		162,584.53	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6230	California Clean Energy Jobs Act	641,572.85	641,572.85
6300	Lottery: Instructional Materials	272,691.29	272,691.29
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	1,001,806.00	1,001,806.00
7412	A-G Access/Success Grant	40,000.00	1,262.51
7425	Expanded Learning Opportunities (ELO) Grant	38,000.00	862.80
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	17,896.00	2,031.94
7435	Learning Recovery Emergency Block Grant	1,847,042.00	1,704,833.10
9010	Other Restricted Local	132,364.11	132,364.11
Total, Restricted Balance		3,991,372.25	3,757,424.60

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	920,326.40	708,559.71	-23.0%
3) Other State Revenue		8300-8599	2,006,401.00	1,962,393.00	-2.2%
4) Other Local Revenue		8600-8799	3,696,924.34	2,992,564.17	-19.1%
5) TOTAL, REVENUES			6,623,651.74	5,663,516.88	-14.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,931,343.68	1,620,273.27	-16.1%
2) Classified Salaries		2000-2999	1,298,251.89	1,284,225.12	-1.1%
3) Employee Benefits		3000-3999	2,178,194.81	2,175,373.01	-0.1%
4) Books and Supplies		4000-4999	290,740.12	42,000.00	-85.6%
5) Services and Other Operating Expenditures		5000-5999	1,988,160.55	484,801.48	-75.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	57,908.20	56,844.00	-1.8%
9) TOTAL, EXPENDITURES			7,744,599.25	5,663,516.88	-26.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,120,947.51)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(120,947.51)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,384,337.21	1,263,389.70	-8.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,384,337.21	1,263,389.70	-8.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,384,337.21	1,263,389.70	-8.7%
2) Ending Balance, June 30 (E + F1e)			1,263,389.70	1,263,389.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,263,389.70	1,263,389.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(541,071.12)		
1) Fair Value Adjustment to Cash in County Treasury		9111	(933.19)		
b) in Banks		9120	(209,995.79)		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	24,804.93		
4) Due from Grantor Government		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			(727,195.17)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	46,685.84		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			46,685.84		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			(773,881.01)		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs					
Pass-Through Revenues from					
Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	231,000.00	268,619.58	16.3%
All Other Federal Revenue	All Other	8290	689,326.40	439,940.13	-36.2%
TOTAL, FEDERAL REVENUE			920,326.40	708,559.71	-23.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,419,984.00	1,419,984.00	0.0%
All Other State Revenue	All Other	8590	586,417.00	542,409.00	-7.5%
TOTAL, OTHER STATE REVENUE			2,006,401.00	1,962,393.00	-2.2%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	1,600,000.00	1,500,000.00	-6.3%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,096,924.34	1,492,564.17	-28.8%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,696,924.34	2,992,564.17	-19.1%
TOTAL, REVENUES			6,623,651.74	5,663,516.88	-14.5%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,528,321.70	1,231,706.55	-19.4%
Certificated Pupil Support Salaries		1200	122,950.86	108,495.60	-11.8%
Certificated Supervisors' and Administrators' Salaries		1300	280,071.12	280,071.12	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CERTIFICATED SALARIES			1,931,343.68	1,620,273.27	-16.1%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	165,378.61	196,056.78	18.6%
Classified Support Salaries		2200	558,598.28	498,428.31	-10.8%
Classified Supervisors' and Administrators' Salaries		2300	229,009.51	235,194.39	2.7%
Clerical, Technical and Office Salaries		2400	304,193.52	321,322.64	5.6%
Other Classified Salaries		2900	41,071.97	33,223.00	-19.1%
TOTAL, CLASSIFIED SALARIES			1,298,251.89	1,284,225.12	-1.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	551,608.67	380,283.92	-31.1%
PERS		3201-3202	284,772.42	361,984.83	27.1%
OASDI/Medicare/Alternative		3301-3302	123,386.42	128,263.70	4.0%
Health and Welfare Benefits		3401-3402	892,141.09	984,592.88	10.4%
Unemployment Insurance		3501-3502	16,305.48	1,448.32	-91.1%
Workers' Compensation		3601-3602	50,072.19	43,567.36	-13.0%
OPEB, Allocated		3701-3702	258,896.40	274,902.00	6.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,012.14	330.00	-67.4%
TOTAL, EMPLOYEE BENEFITS			2,178,194.81	2,175,373.01	-0.1%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	2,500.50	0.00	-100.0%
Materials and Supplies		4300	267,263.83	42,000.00	-84.3%
Noncapitalized Equipment		4400	20,975.79	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			290,740.12	42,000.00	-85.6%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	680,821.83	0.00	-100.0%
Travel and Conferences		5200	12,481.75	2,300.00	-81.6%
Dues and Memberships		5300	5,500.00	8,000.00	45.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	394,621.42	256,106.69	-35.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	37,060.00	22,213.00	-40.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,320.78	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	852,134.77	196,181.79	-77.0%
Communications		5900	1,220.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,988,160.55	484,801.48	-75.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest					
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	57,908.20	56,844.00	-1.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			57,908.20	56,844.00	-1.8%
TOTAL, EXPENDITURES			7,744,599.25	5,663,516.88	-26.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	1,000,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,000,000.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	920,326.40	708,559.71	-23.0%
3) Other State Revenue		8300-8599	2,006,401.00	1,962,393.00	-2.2%
4) Other Local Revenue		8600-8799	3,696,924.34	2,992,564.17	-19.1%
5) TOTAL, REVENUES			6,623,651.74	5,663,516.88	-14.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		4,553,509.63	2,683,579.57	-41.1%
2) Instruction - Related Services	2000-2999		1,547,336.55	1,567,059.16	1.3%
3) Pupil Services	3000-3999		575,385.66	567,620.83	-1.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		57,908.20	56,844.00	-1.8%
8) Plant Services	8000-8999		1,010,459.21	788,413.32	-22.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			7,744,599.25	5,663,516.88	-26.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,120,947.51)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(120,947.51)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,384,337.21	1,263,389.70	-8.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,384,337.21	1,263,389.70	-8.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,384,337.21	1,263,389.70	-8.7%
2) Ending Balance, June 30 (E + F1e)			1,263,389.70	1,263,389.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,263,389.70	1,263,389.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6391	Adult Education Program	132,785.66	132,785.66
9010	Other Restricted Local	1,130,604.04	1,130,604.04
Total, Restricted Balance		1,263,389.70	1,263,389.70

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,990,439.47	6,461,521.15	-19.1%
3) Other State Revenue		8300-8599	8,513,794.44	8,273,810.48	-2.8%
4) Other Local Revenue		8600-8799	626,850.00	526,850.00	-16.0%
5) TOTAL, REVENUES			17,131,083.91	15,262,181.63	-10.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	3,887,003.07	5,025,312.90	29.3%
2) Classified Salaries		2000-2999	2,683,548.09	2,820,853.15	5.1%
3) Employee Benefits		3000-3999	5,842,532.32	6,468,274.01	10.7%
4) Books and Supplies		4000-4999	3,285,515.99	329,288.28	-90.0%
5) Services and Other Operating Expenditures		5000-5999	249,699.07	137,527.44	-44.9%
6) Capital Outlay		6000-6999	1,221,552.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	526,199.25	480,925.85	-8.6%
9) TOTAL, EXPENDITURES			17,696,049.79	15,262,181.63	-13.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(564,965.88)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(564,965.88)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	880,662.59	315,696.71	-64.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			880,662.59	315,696.71	-64.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			880,662.59	315,696.71	-64.2%
2) Ending Balance, June 30 (E + F1e)			315,696.71	315,696.71	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	125,045.29	125,045.29	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	190,651.42	190,651.42	0.0%
Child Development Fund	0000	9780	190,651.42		
Child Development Fund	0000	9780		190,651.42	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury					
1) Fair Value Adjustment to Cash in County Treasury		9110	(126,102.74)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	9,007.77		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments					
		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			(117,094.97)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	55,477.73		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			55,477.73		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			(172,572.70)		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	7,990,439.47	6,461,521.15	-19.1%
TOTAL, FEDERAL REVENUE			7,990,439.47	6,461,521.15	-19.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	7,677,620.70	7,824,646.06	1.9%
All Other State Revenue	All Other	8590	836,173.74	449,164.42	-46.3%
TOTAL, OTHER STATE REVENUE			8,513,794.44	8,273,810.48	-2.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	100,000.00	0.00	-100.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	526,850.00	526,850.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			626,850.00	526,850.00	-16.0%
TOTAL, REVENUES			17,131,083.91	15,262,181.63	-10.9%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	3,194,352.68	4,186,391.20	31.1%
Certificated Pupil Support Salaries		1200	232,695.51	355,453.70	52.8%
Certificated Supervisors' and Administrators' Salaries		1300	458,876.11	483,468.00	5.4%
Other Certificated Salaries		1900	1,078.77	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			3,887,003.07	5,025,312.90	29.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,196,652.23	1,245,531.46	4.1%
Classified Support Salaries		2200	778,071.99	884,353.07	13.7%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	597,116.80	573,215.18	-4.0%
Other Classified Salaries		2900	111,707.07	117,753.44	5.4%
TOTAL, CLASSIFIED SALARIES			2,683,548.09	2,820,853.15	5.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	969,793.18	1,085,549.44	11.9%
PERS		3201-3202	796,536.54	897,482.27	12.7%
OASDI/Medicare/Alternative		3301-3302	353,974.90	427,533.66	20.8%
Health and Welfare Benefits		3401-3402	2,883,015.70	3,155,137.54	9.4%
Unemployment Insurance		3501-3502	32,163.13	3,916.98	-87.8%
Workers' Compensation		3601-3602	99,350.05	117,692.64	18.5%
OPEB, Allocated		3701-3702	705,810.50	780,301.48	10.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,888.32	660.00	-65.0%
TOTAL, EMPLOYEE BENEFITS			5,842,532.32	6,468,274.01	10.7%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,864,975.46	317,250.48	-88.9%
Noncapitalized Equipment		4400	420,540.53	12,037.80	-97.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,285,515.99	329,288.28	-90.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	23,359.61	25,310.00	8.3%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	42,159.45	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	22,183.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	24,515.62	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	137,347.70	107,217.44	-21.9%
Communications		5900	133.69	5,000.00	3,640.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			249,699.07	137,527.44	-44.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,221,552.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,221,552.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	526,199.25	480,925.85	-8.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			526,199.25	480,925.85	-8.6%
TOTAL, EXPENDITURES			17,696,049.79	15,262,181.63	-13.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,990,439.47	6,461,521.15	-19.1%
3) Other State Revenue		8300-8599	8,513,794.44	8,273,810.48	-2.8%
4) Other Local Revenue		8600-8799	626,850.00	526,850.00	-16.0%
5) TOTAL, REVENUES			17,131,083.91	15,262,181.63	-10.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		9,642,237.50	9,971,791.54	3.4%
2) Instruction - Related Services	2000-2999		3,988,910.95	3,766,423.95	-5.6%
3) Pupil Services	3000-3999		1,096,428.95	740,441.31	-32.5%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		526,199.25	480,925.85	-8.6%
8) Plant Services	8000-8999		2,442,273.14	302,598.98	-87.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			17,696,049.79	15,262,181.63	-13.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(564,965.88)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(564,965.88)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	880,662.59	315,696.71	-64.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			880,662.59	315,696.71	-64.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			880,662.59	315,696.71	-64.2%
2) Ending Balance, June 30 (E + F1e)			315,696.71	315,696.71	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	125,045.29	125,045.29	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	190,651.42	190,651.42	0.0%
Child Development Fund	0000	9780	190,651.42		
Child Development Fund	0000	9780		190,651.42	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23	2023-24
		Estimated Actuals	Budget
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	12,600.00	12,600.00
6130	Child Development: Center-Based Reserve Account	112,445.29	112,445.29
Total, Restricted Balance		125,045.29	125,045.29

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,259,459.74	30,958,921.89	2.3%
3) Other State Revenue		8300-8599	1,010,761.00	3,000,000.00	196.8%
4) Other Local Revenue		8600-8799	380,000.00	380,000.00	0.0%
5) TOTAL, REVENUES			31,650,220.74	34,338,921.89	8.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	9,295,626.47	9,886,744.93	6.4%
3) Employee Benefits		3000-3999	7,742,625.93	7,936,698.82	2.5%
4) Books and Supplies		4000-4999	14,875,440.76	14,620,000.00	-1.7%
5) Services and Other Operating Expenditures		5000-5999	950,700.07	1,017,051.00	7.0%
6) Capital Outlay		6000-6999	485,000.00	250,000.00	-48.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	690,519.01	740,000.00	7.2%
9) TOTAL, EXPENDITURES			34,039,912.24	34,450,494.75	1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,389,691.50)	(111,572.86)	-95.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,389,691.50)	(111,572.86)	-95.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,581,388.38	12,191,696.88	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,581,388.38	12,191,696.88	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,581,388.38	12,191,696.88	-16.4%
2) Ending Balance, June 30 (E + F1e)			12,191,696.88	12,080,124.02	-0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	1,420,273.45	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,542,266.68	11,852,967.27	12.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	227,156.75	227,156.75	0.0%
Cafeteria Special Revenue Fund	0000	9780	227,156.75		
Cafeteria Special Revenue Fund	0000	9780		227,156.75	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,145,927.24		
1) Fair Value Adjustment to Cash in County Treasury		9111	(73,482.70)		
b) in Banks		9120	351,425.71		
c) in Revolving Cash Account		9130	2,000.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	14,649.97		
2) Investments					
		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	15,782.21		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	1,420,273.45		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			7,876,575.88		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	63,052.64		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			63,052.64		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			7,813,523.24		
FEDERAL REVENUE					
Child Nutrition Programs		8220	30,259,459.74	30,958,921.89	2.3%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			30,259,459.74	30,958,921.89	2.3%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,000,000.00	3,000,000.00	200.0%
All Other State Revenue		8590	10,761.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			1,010,761.00	3,000,000.00	196.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	150,000.00	150,000.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	200,000.00	200,000.00	0.0%
TOTAL, OTHER LOCAL REVENUE			380,000.00	380,000.00	0.0%
TOTAL, REVENUES			31,650,220.74	34,338,921.89	8.5%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	8,172,278.01	8,696,207.25	6.4%
Classified Supervisors' and Administrators' Salaries		2300	752,209.55	773,468.93	2.8%
Clerical, Technical and Office Salaries		2400	371,138.91	417,068.75	12.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			9,295,626.47	9,886,744.93	6.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	30,116.88	0.00	-100.0%
PERS		3201-3202	2,033,877.98	2,195,728.16	8.0%
OASDI/Medicare/Alternative		3301-3302	689,001.28	745,281.38	8.2%
Health and Welfare Benefits		3401-3402	3,665,844.37	3,910,352.40	6.7%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Unemployment Insurance		3501-3502	46,089.56	4,932.30	-89.3%
Workers' Compensation		3601-3602	139,433.78	148,300.62	6.4%
OPEB, Allocated		3701-3702	1,134,800.88	931,087.56	-18.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,461.20	1,016.40	-70.6%
TOTAL, EMPLOYEE BENEFITS			7,742,625.93	7,936,698.82	2.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,837,824.67	1,450,000.00	-21.1%
Noncapitalized Equipment		4400	135,000.00	270,000.00	100.0%
Food		4700	12,902,616.09	12,900,000.00	0.0%
TOTAL, BOOKS AND SUPPLIES			14,875,440.76	14,620,000.00	-1.7%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	100.00	7,999.00	7,899.0%
Travel and Conferences		5200	11,900.00	21,500.00	80.7%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	70,000.00	30,000.00	-57.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	125,880.00	177,810.00	41.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(29,199.93)	50,442.00	-272.7%
Professional/Consulting Services and Operating Expenditures		5800	768,520.00	725,000.00	-5.7%
Communications		5900	3,500.00	4,300.00	22.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			950,700.07	1,017,051.00	7.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	1,000.00	100,000.00	9,900.0%
Equipment		6400	484,000.00	150,000.00	-69.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			485,000.00	250,000.00	-48.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	690,519.01	740,000.00	7.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			690,519.01	740,000.00	7.2%
TOTAL, EXPENDITURES			34,039,912.24	34,450,494.75	1.2%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,259,459.74	30,958,921.89	2.3%
3) Other State Revenue		8300-8599	1,010,761.00	3,000,000.00	196.8%
4) Other Local Revenue		8600-8799	380,000.00	380,000.00	0.0%
5) TOTAL, REVENUES			31,650,220.74	34,338,921.89	8.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		33,206,741.82	33,510,886.21	0.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		690,519.01	740,000.00	7.2%
8) Plant Services	8000-8999		142,651.41	199,608.54	39.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			34,039,912.24	34,450,494.75	1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,389,691.50)	(111,572.86)	-95.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,389,691.50)	(111,572.86)	-95.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,581,388.38	12,191,696.88	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,581,388.38	12,191,696.88	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,581,388.38	12,191,696.88	-16.4%
2) Ending Balance, June 30 (E + F1e)			12,191,696.88	12,080,124.02	-0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	1,420,273.45	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,542,266.68	11,852,967.27	12.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	227,156.75	227,156.75	0.0%
Cafeteria Special Revenue Fund	0000	9780	227,156.75		
Cafeteria Special Revenue Fund	0000	9780		227,156.75	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	4,137.82	1,345,469.27
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	1,222,601.64	529,515.28
5330	Child Nutrition: Summer Food Service Program Operations	9,295,267.39	9,957,722.89
5810	Other Restricted Federal	5,814.00	5,814.00
7810	Other Restricted State	14,428.51	14,428.51
9010	Other Restricted Local	17.32	17.32
Total, Restricted Balance		10,542,266.68	11,852,967.27

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,026.13	0.00	-100.0%
5) TOTAL, REVENUES			5,026.13	0.00	-100.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,378.94	0.00	-100.0%
3) Employee Benefits		3000-3999	461.08	0.00	-100.0%
4) Books and Supplies		4000-4999	10,934.70	0.00	-100.0%
5) Services and Other Operating Expenses		5000-5999	(8,805.01)	0.00	-100.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			6,969.71	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,943.58)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(1,943.58)	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	5,751.59	3,808.01	-33.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,751.59	3,808.01	-33.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			5,751.59	3,808.01	-33.8%
2) Ending Net Position, June 30 (E + F1e)			3,808.01	3,808.01	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	3,808.01	3,808.01	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	22,985.91		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	6,179.15		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
i) Lease Assets		9460	0.00		
j) Accumulated Amortization-Lease Assets		9465	0.00		
k) Subscription Assets		9470	0.00		
l) Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS			29,165.06		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Subscription Liability		9660	0.00		
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G11 + H2) - (I7 + J2)			29,165.06		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	3.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	5,023.13	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			5,026.13	0.00	-100.0%
TOTAL, REVENUES			5,026.13	0.00	-100.0%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	4,019.85	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	359.09	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,378.94	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	34.48	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	339.07	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	21.87	0.00	-100.0%
Workers' Compensation		3601-3602	65.66	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			461.08	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	227.72	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	10,706.98	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			10,934.70	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(8,805.01)	0.00	-100.0%
Professional/Consulting Services and					
Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			(8,805.01)	0.00	-100.0%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENSES			6,969.71	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,026.13	0.00	-100.0%
5) TOTAL, REVENUES			5,026.13	0.00	-100.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		6,969.71	0.00	-100.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			6,969.71	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,943.58)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(1,943.58)	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	5,751.59	3,808.01	-33.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,751.59	3,808.01	-33.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			5,751.59	3,808.01	-33.8%
2) Ending Net Position, June 30 (E + F1e)			3,808.01	3,808.01	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	3,808.01	3,808.01	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2022-23	2023-24
		Estimated Actuals	Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,808.01	3,808.01
Total, Restricted Net Position		3,808.01	3,808.01

CAPITAL PROJECTS FUNDS

Capital Projects Funds Definition

The Capital Projects Funds are used to account for resources used for the acquisition or construction of capital facilities by the District. This classification includes the Building Fund, Capital Facilities Funds., County School Fund, and Capital Project Fund for Blended Components Units.

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,875,532.70	0.00	-100.0%
5) TOTAL, REVENUES			2,875,532.70	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	917,699.10	2,087,465.08	127.5%
3) Employee Benefits		3000-3999	575,807.59	581,259.53	0.9%
4) Books and Supplies		4000-4999	3,880,186.38	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	2,698,206.16	1,400,000.00	-48.1%
6) Capital Outlay		6000-6999	60,624,534.43	171,600,000.00	183.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			68,696,433.66	175,668,724.61	155.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(65,820,900.96)	(175,668,724.61)	166.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	4,945.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	226,462,350.29	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			226,462,295.29	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			160,646,394.33	(175,668,724.61)	-209.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	104,526,404.77	265,172,799.10	153.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			104,526,404.77	265,172,799.10	153.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			104,526,404.77	265,172,799.10	153.7%
2) Ending Balance, June 30 (E + F1e)			265,172,799.10	89,504,074.49	-66.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	265,172,799.10	89,504,074.49	-66.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	48,211,304.11		
1) Fair Value Adjustment to Cash in County Treasury		9111	(187,623.11)		
b) in Banks		9120	354,488.83		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	242,394,361.58		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			290,772,531.41		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			290,772,531.41		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions			8575	0.00	0.00
Other Subventions/In-Lieu Taxes			8576	0.00	0.00
All Other State Revenue			8590	0.00	0.00
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll			8615	0.00	0.00
Unsecured Roll			8616	0.00	0.00
Prior Years' Taxes			8617	0.00	0.00
Supplemental Taxes			8618	0.00	0.00
Non-Ad Valorem Taxes					
Parcel Taxes			8621	0.00	0.00
Other			8622	0.00	0.00
Community Redevelopment Funds Not Subject to LCFF Deduction			8625	0.00	0.00
Penalties and Interest from Delinquent Non-LCFF Taxes			8629	0.00	0.00
Sales					
Sale of Equipment/Supplies			8631	0.00	0.00
Leases and Rentals			8650	0.00	0.00
Interest			8660	2,875,532.70	0.00
Net Increase (Decrease) in the Fair Value of Investments			8662	0.00	0.00
Other Local Revenue					
All Other Local Revenue			8699	0.00	0.00
All Other Transfers In from All Others			8799	0.00	0.00
TOTAL, OTHER LOCAL REVENUE			2,875,532.70	0.00	-100.0%
TOTAL, REVENUES			2,875,532.70	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	558,621.36	1,608,912.24	188.0%
Clerical, Technical and Office Salaries		2400	357,100.74	478,552.84	34.0%
Other Classified Salaries		2900	1,977.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			917,699.10	2,087,465.08	127.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	244,803.97	244,003.67	-0.3%
OASDI/Medicare/Alternative		3301-3302	74,636.96	69,377.59	-7.0%
Health and Welfare Benefits		3401-3402	186,659.70	204,922.92	9.8%
Unemployment Insurance		3501-3502	4,905.72	456.96	-90.7%
Workers' Compensation		3601-3602	14,926.64	13,761.95	-7.8%
OPEB, Allocated		3701-3702	49,308.00	48,132.00	-2.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	566.60	604.44	6.7%
TOTAL, EMPLOYEE BENEFITS			575,807.59	581,259.53	0.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,109,390.30	0.00	-100.0%
Noncapitalized Equipment		4400	1,770,796.08	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			3,880,186.38	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	275.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,697,931.16	1,400,000.00	-48.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,698,206.16	1,400,000.00	-48.1%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	44,834,514.35	0.00	-100.0%
Buildings and Improvements of Buildings		6200	15,401,308.14	171,600,000.00	1,014.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	388,711.94	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			60,624,534.43	171,600,000.00	183.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			68,696,433.66	175,668,724.61	155.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	4,945.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			4,945.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	225,000,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	1,462,350.29	0.00	-100.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			226,462,350.29	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			226,467,295.29	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,875,532.70	0.00	-100.0%
5) TOTAL, REVENUES			2,875,532.70	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		68,390,433.66	175,668,724.61	156.9%
9) Other Outgo	9000-9999	Except 7600-7699	306,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			68,696,433.66	175,668,724.61	155.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(65,820,900.96)	(175,668,724.61)	166.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	4,945.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	226,462,350.29	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			226,467,295.29	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			160,646,394.33	(175,668,724.61)	-209.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	104,526,404.77	265,172,799.10	153.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			104,526,404.77	265,172,799.10	153.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			104,526,404.77	265,172,799.10	153.7%
2) Ending Balance, June 30 (E + F1e)			265,172,799.10	89,504,074.49	-66.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	265,172,799.10	89,504,074.49	-66.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	265,172,799.10	89,504,074.49
Total, Restricted Balance		265,172,799.10	89,504,074.49

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,566,925.86	3,880,000.00	-15.0%
5) TOTAL, REVENUES			4,566,925.86	3,880,000.00	-15.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	43,841.79	45,000.00	2.6%
6) Capital Outlay		6000-6999	579,052.75	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,109,474.00	4,246,294.00	3.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,732,368.54	4,291,294.00	-9.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(165,442.68)	(411,294.00)	148.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(165,442.68)	(411,294.00)	148.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	23,726,621.86	23,561,179.18	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,726,621.86	23,561,179.18	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,726,621.86	23,561,179.18	-0.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	23,561,179.18	23,149,885.18	-1.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	24,503,100.03		
1) Fair Value Adjustment to Cash in County Treasury		9111	(209,645.38)		
b) in Banks		9120	(144,281.17)		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			24,149,173.48		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			24,149,173.48		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	1,782,000.00	1,600,000.00	-10.2%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	80,901.87	30,000.00	-62.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	2,704,023.99	2,250,000.00	-16.8%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,566,925.86	3,880,000.00	-15.0%
TOTAL, REVENUES			4,566,925.86	3,880,000.00	-15.0%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	43,841.79	45,000.00	2.6%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			43,841.79	45,000.00	2.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	579,052.75	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			579,052.75	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	1,139,474.00	1,131,294.00	-0.7%
Other Debt Service - Principal		7439	2,970,000.00	3,115,000.00	4.9%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,109,474.00	4,246,294.00	3.3%
TOTAL, EXPENDITURES			4,732,368.54	4,291,294.00	-9.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,566,925.86	3,880,000.00	-15.0%
5) TOTAL, REVENUES			4,566,925.86	3,880,000.00	-15.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		622,894.54	45,000.00	-92.8%
9) Other Outgo	9000-9999	Except 7600-7699	4,109,474.00	4,246,294.00	3.3%
10) TOTAL, EXPENDITURES			4,732,368.54	4,291,294.00	-9.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(165,442.68)	(411,294.00)	148.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(165,442.68)	(411,294.00)	148.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	23,726,621.86	23,561,179.18	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,726,621.86	23,561,179.18	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,726,621.86	23,561,179.18	-0.7%
2) Ending Balance, June 30 (E + F1e)			23,561,179.18	23,149,885.18	-1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	23,561,179.18	23,149,885.18	-1.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	23,561,179.18	23,149,885.18
Total, Restricted Balance		23,561,179.18	23,149,885.18

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	53.91	0.00	-100.0%
5) TOTAL, REVENUES			53.91	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			53.91	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	4,945.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,945.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,891.09)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,891.09	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,891.09	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,891.09	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	53.91	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			53.91	0.00	-100.0%
TOTAL, REVENUES			53.91	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	4,945.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			4,945.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(4,945.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	53.91	0.00	-100.0%
5) TOTAL, REVENUES			53.91	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			53.91	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	4,945.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,945.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(4,891.09)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,891.09	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,891.09	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,891.09	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23	2023-24
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,013,463.79	2,011,739.00	-0.1%
5) TOTAL, REVENUES			2,013,463.79	2,011,739.00	-0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	15,994.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,483,212.83	1,220,000.00	-50.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,499,206.83	1,220,000.00	-51.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(485,743.04)	791,739.00	-263.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(485,743.04)	791,739.00	-263.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,113,185.90	627,442.86	-43.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,113,185.90	627,442.86	-43.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,113,185.90	627,442.86	-43.6%
2) Ending Balance, June 30 (E + F1e)			627,442.86	1,419,181.86	126.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	627,442.86	1,419,181.86	126.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	860,193.61		
1) Fair Value Adjustment to Cash in County Treasury		9111	(9,998.84)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			850,194.77		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			850,194.77		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions					
Other Subventions/In-Lieu Taxes					
All Other State Revenue					
TOTAL, OTHER STATE REVENUE					
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll					
Unsecured Roll					
Prior Years' Taxes					
Supplemental Taxes					
Non-Ad Valorem Taxes					
Parcel Taxes					
Other					
Community Redevelopment Funds Not Subject to LCFF Deduction					
Penalties and Interest from Delinquent Non-LCFF Taxes					
Sales					
Sale of Equipment/Supplies					
Leases and Rentals					
Interest					
Net Increase (Decrease) in the Fair Value of Investments					
Other Local Revenue					
All Other Local Revenue					
All Other Transfers In from All Others					
TOTAL, OTHER LOCAL REVENUE					
TOTAL, REVENUES					
CLASSIFIED SALARIES					
Classified Support Salaries					
Classified Supervisors' and Administrators' Salaries					
Clerical, Technical and Office Salaries					
Other Classified Salaries					
TOTAL, CLASSIFIED SALARIES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	15,994.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			15,994.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	2,483,212.83	1,220,000.00	-50.9%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,483,212.83	1,220,000.00	-50.9%
TOTAL, EXPENDITURES			2,499,206.83	1,220,000.00	-51.2%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,013,463.79	2,011,739.00	-0.1%
5) TOTAL, REVENUES			2,013,463.79	2,011,739.00	-0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		15,994.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	2,483,212.83	1,220,000.00	-50.9%
10) TOTAL, EXPENDITURES			2,499,206.83	1,220,000.00	-51.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(485,743.04)	791,739.00	-263.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(485,743.04)	791,739.00	-263.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,113,185.90	627,442.86	-43.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,113,185.90	627,442.86	-43.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,113,185.90	627,442.86	-43.6%
2) Ending Balance, June 30 (E + F1e)			627,442.86	1,419,181.86	126.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	627,442.86	1,419,181.86	126.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

	Resource	Description	2022-23	
			Estimated Actuals	2023-24 Budget
	9010	Other Restricted Local	627,442.86	1,419,181.86
Total, Restricted Balance			627,442.86	1,419,181.86

DEBT SERVICE FUNDS

Debt Service Funds Definition

The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs. This classification includes the Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	331,000.00	331,000.00	0.0%
4) Other Local Revenue		8600-8799	44,420,000.00	38,430,000.00	-13.5%
5) TOTAL, REVENUES			44,751,000.00	38,761,000.00	-13.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	48,550,000.00	38,111,177.50	-21.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			48,550,000.00	38,111,177.50	-21.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,799,000.00)	649,822.50	-117.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,799,000.00)	649,822.50	-117.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,226,252.75	17,427,252.75	-17.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,226,252.75	17,427,252.75	-17.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,226,252.75	17,427,252.75	-17.9%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	17,427,252.75	18,077,075.25	3.7%
Bond Interest and Redemption Fund	0000	9780	17,427,252.75		
Bond Interest and Redemption Fund	0000	9780		18,077,075.25	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	48,840,891.01		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	138,303.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			48,979,194.01		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	12,234,725.38		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	15,518,215.88		
6) TOTAL, LIABILITIES			27,752,941.26		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			21,226,252.75		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	330,000.00	330,000.00	0.0%
Other Subventions/In-Lieu Taxes		8572	1,000.00	1,000.00	0.0%
TOTAL, OTHER STATE REVENUE			331,000.00	331,000.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	34,070,000.00	29,050,000.00	-14.7%
Unsecured Roll		8612	1,440,000.00	1,440,000.00	0.0%
Prior Years' Taxes		8613	2,680,000.00	2,500,000.00	-6.7%
Supplemental Taxes		8614	1,280,000.00	1,280,000.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	10,000.00	10,000.00	0.0%
Interest		8660	1,250,000.00	1,250,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,690,000.00	2,900,000.00	-21.4%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			44,420,000.00	38,430,000.00	-13.5%
TOTAL, REVENUES			44,751,000.00	38,761,000.00	-13.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	19,430,000.00	18,861,177.50	-2.9%
Other Debt Service - Principal		7439	29,120,000.00	19,250,000.00	-33.9%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			48,550,000.00	38,111,177.50	-21.5%
TOTAL, EXPENDITURES			48,550,000.00	38,111,177.50	-21.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	331,000.00	331,000.00	0.0%
4) Other Local Revenue		8600-8799	44,420,000.00	38,430,000.00	-13.5%
5) TOTAL, REVENUES			44,751,000.00	38,761,000.00	-13.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	48,550,000.00	38,111,177.50	-21.5%
10) TOTAL, EXPENDITURES			48,550,000.00	38,111,177.50	-21.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(3,799,000.00)	649,822.50	-117.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(3,799,000.00)	649,822.50	-117.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,226,252.75	17,427,252.75	-17.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,226,252.75	17,427,252.75	-17.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,226,252.75	17,427,252.75	-17.9%
2) Ending Balance, June 30 (E + F1e)			17,427,252.75	18,077,075.25	3.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	17,427,252.75	18,077,075.25	3.7%
Bond Interest and Redemption Fund	0000	9780	17,427,252.75		
Bond Interest and Redemption Fund	0000	9780		18,077,075.25	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23	2023-24
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

PROPRIETARY FUNDS

Proprietary Funds Definition

Proprietary Funds are used to account for activities that are more business-like than government-like in nature. Business-type activities include those for which a fee is charged to external users or to other organizational units of the LEA, normally on a full cost-recovery basis. Proprietary funds are generally intended to be self-supporting. This classification includes the Self-Insurance fund, which includes the Dental/Vision fund.

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,068,840.00	15,010,795.97	-0.4%
5) TOTAL, REVENUES			15,068,840.00	15,010,795.97	-0.4%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	409,077.93	453,280.92	10.8%
3) Employee Benefits		3000-3999	279,761.96	334,522.47	19.6%
4) Books and Supplies		4000-4999	49,000.00	49,000.00	0.0%
5) Services and Other Operating Expenses		5000-5999	13,999,158.00	14,173,992.58	1.2%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			14,736,997.89	15,010,795.97	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			331,842.11	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			331,842.11	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,847,527.81	13,179,369.92	2.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,847,527.81	13,179,369.92	2.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,847,527.81	13,179,369.92	2.6%
2) Ending Net Position, June 30 (E + F1e)			13,179,369.92	13,179,369.92	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	13,179,369.92	13,179,369.92	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	10,426,222.13		
1) Fair Value Adjustment to Cash in County Treasury		9111	(107,400.08)		
b) in Banks		9120	(107.48)		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	250,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	13,126.68		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
i) Lease Assets		9460	0.00		
j) Accumulated Amortization-Lease Assets		9465	0.00		
k) Subscription Assets		9470	0.00		
l) Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS			10,581,841.25		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	332,314.80		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Subscription Liability		9660	0.00		
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			332,314.80		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G11 + H2) - (I7 + J2)			10,249,526.45		
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	30,000.00	20,000.00	-33.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/					
Contributions		8674	15,038,840.00	14,990,795.97	-0.3%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,068,840.00	15,010,795.97	-0.4%
TOTAL, REVENUES			15,068,840.00	15,010,795.97	-0.4%
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	197,556.27	315,285.00	59.6%
Clerical, Technical and Office Salaries		2400	211,521.66	137,995.92	-34.8%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			409,077.93	453,280.92	10.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	103,436.03	120,935.25	16.9%
OASDI/Medicare/Alternative		3301-3302	29,725.57	34,570.79	16.3%
Health and Welfare Benefits		3401-3402	110,729.84	144,345.12	30.4%
Unemployment Insurance		3501-3502	1,941.88	225.89	-88.4%
Workers' Compensation		3601-3602	6,136.16	6,799.22	10.8%
OPEB, Allocated		3701-3702	27,468.00	27,468.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	324.48	178.20	-45.1%
TOTAL, EMPLOYEE BENEFITS			279,761.96	334,522.47	19.6%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	47,000.00	47,000.00	0.0%
Noncapitalized Equipment		4400	2,000.00	2,000.00	0.0%
TOTAL, BOOKS AND SUPPLIES			49,000.00	49,000.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,000.00	2,000.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	37,000.00	37,000.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	13,954,358.00	14,129,192.58	1.3%
Communications		5900	5,800.00	5,800.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			13,999,158.00	14,173,992.58	1.2%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
TOTAL, EXPENSES			14,736,997.89	15,010,795.97	1.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,068,840.00	15,010,795.97	-0.4%
5) TOTAL, REVENUES			15,068,840.00	15,010,795.97	-0.4%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		14,736,997.89	15,010,795.97	1.9%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			14,736,997.89	15,010,795.97	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			331,842.11	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			331,842.11	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,847,527.81	13,179,369.92	2.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,847,527.81	13,179,369.92	2.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,847,527.81	13,179,369.92	2.6%
2) Ending Net Position, June 30 (E + F1e)			13,179,369.92	13,179,369.92	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	13,179,369.92	13,179,369.92	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Net Position		0.00	0.00

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	33,726.82	33,558.19	37,388.11	33,585.52	33,417.59	35,928.88
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	33,726.82	33,558.19	37,388.11	33,585.52	33,417.59	35,928.88
5. District Funded County Program ADA						
a. County Community Schools	107.41	107.41	107.41	107.41	107.41	107.41
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	107.41	107.41	107.41	107.41	107.41	107.41
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	33,834.23	33,665.60	37,495.52	33,692.93	33,525.00	36,036.29
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Sacramento City Unified School District 2023-24 Adopted Budget Cash Flow Projections

2023-24 Cash Flow Projection																			
2023-24	Object	2023-24 Beginning Balance	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Accrual Projected	Adjustments	Total Projected	Budget	
A. BEGINNING CASH	9110	211,623,209	211,623,209	165,770,125	170,132,353	203,638,458	189,684,105	168,518,603	206,835,571	241,589,272	213,028,613	211,766,394	237,889,085	219,554,950			\$ -	\$ -	
B. RECEIPTS																			
LCFF Revenue Sources																			
Principal Apportionment	8010-8019		13,541,366	13,541,366	53,335,650	24,374,458	24,374,458	53,335,650	24,374,458	24,374,458	53,335,650	24,374,458	24,374,458	53,335,650	-	-	\$ 386,672,084	\$ 386,672,084	
Property Taxes	8020-8079		-	-	-	433,166	433,166	19,910,359	54,662,372	2,957,515	3,195,238	47,643,368	798,441	929,495	-	-	\$ 130,529,953	\$ 130,529,953	
Miscellaneous Funds	8080-8099		-	1,544	(2,010,125)	(2,316,376)	(910,540)	(973,273)	(348,089)	888	(1,750,673)	(611,619)	279,467	(2,715,820)	(3,022,441)	-	\$ (14,377,057)	\$ (14,377,057)	
Federal Revenues	8100-8299		497,322	3,435,006	10,732,675	638,647	798,624	8,042,089	2,867,065	628,637	2,165,618	7,760,649	1,023,592	26,848,373	34,133,561	-	\$ 99,571,861	\$ 99,571,861	
Other State Revenues	8300-8599		4,939,838	3,773,062	9,451,383	4,232,101	9,604,119	14,432,536	6,586,369	3,301,576	7,001,233	7,736,295	11,295,294	5,069,831	2,358,725	22,042,182	\$ 111,824,544	\$ 111,824,544	
Other Local Revenues	8600-8799		397,401	109,532	152,614	212,380	106,384	118,370	429,747	243,304	248,660	1,070,885	275,592	394,489	2,424,766	-	\$ 6,184,125	\$ 6,184,125	
Interfund Transfers In	8910-8929		-	-	-	-	-	-	486,331	-	-	-	29,119	-	825,133	1,134,816	-	\$ 2,475,399	\$ 2,475,399
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
TOTAL RECEIPTS			19,375,927	20,860,510	71,662,197	27,141,211	34,406,212	94,865,732	89,058,254	31,506,378	64,195,726	88,003,155	38,046,845	84,687,152	37,029,427	22,042,182	722,880,909	722,880,909	
C. DISBURSEMENTS																			
Certificated Salaries	1000-1999		1,760,924	4,592,587	21,722,823	22,539,102	24,903,635	22,822,279	22,399,798	22,394,188	23,054,640	22,706,178	20,909,636	32,264,090	7,296,613	-	\$ 249,366,493	\$ 249,366,493	
Classified Salaries	2000-2999		3,061,457	4,307,621	5,737,630	5,904,589	5,806,853	6,089,845	5,966,015	5,761,615	5,911,938	5,825,001	7,139,080	11,654,474	3,269,339	-	\$ 77,035,457	\$ 77,035,457	
Employee Benefits	3000-3999		3,061,924	4,683,123	17,661,415	17,787,427	18,214,391	17,633,675	17,658,377	17,831,206	18,059,731	17,882,580	17,295,834	20,103,197	10,872,170	22,042,182	\$ 220,787,232	\$ 220,787,232	
Books and Supplies	4000-4999		99,408	1,219,035	2,256,496	1,000,074	1,009,549	867,790	1,848,464	1,211,586	841,057	2,163,528	2,012,162	3,568,035	20,639,805	-	\$ 38,736,989	\$ 38,736,989	
Services	5000-5999		687,218	3,397,020	4,294,400	6,882,324	5,399,528	8,856,439	6,672,725	6,037,878	10,166,829	6,464,411	7,102,165	16,803,514	29,094,846	-	\$ 111,859,298	\$ 111,859,298	
Capital Outlay	6000-6599		25,668	88,928	44,474	19,043	11,169	56,828	56,875	44,420	70,803	26,503	92,466	104,923	304,074	-	\$ 946,177	\$ 946,177	
Other Outgo	7000-7499		19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	0	-	\$ 232,530	\$ 232,530	
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	
TOTAL DISBURSEMENTS			8,715,976	18,307,691	51,736,617	54,151,936	55,364,504	56,346,234	54,621,632	53,300,269	58,724,377	55,087,579	54,570,723	84,517,610	71,476,846	22,042,182	698,964,175	698,964,175	
D. BALANCE SHEET ITEMS																			
Assets and Deferred Outflows																			
Cash Not In Treasury	9111-9199	225,000	-	579	-	-	-	-	52,123	77,249	72	100,909	-	(5,932)	-	-	\$ 225,000		
Accounts Receivable	9200-9299	67,506,885	6,028,729	8,805,981	14,484,710	13,535,554	556,541	27,298	431,555	5,604,226	5,341,172	4,896,507	1,140,500	6,654,112	-	-	\$ 67,506,885		
Due From Other Funds	9310	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Stores	9320	104,391	-	15,861	13,594	(32)	4,423	-	13,538	3,646	3,678	3,667	(50)	46,065	-	-	\$ 104,391		
Prepaid Expenditures	9330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Other Current Assets	9340	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Undefined Objects																	\$ -		
SUBTOTAL ASSETS		67,836,276	6,028,729	8,822,421	14,498,304	13,535,522	560,964	27,298	497,216	5,685,122	5,344,922	5,001,083	1,140,451	6,694,245	-	-	67,836,276		
Liabilities and Deferred Inflows																			
Accounts Payable	9500-9599	(99,730,105)	(62,541,764)	(7,013,012)	(917,779)	(479,150)	(768,174)	(229,828)	(180,137)	(12,451,890)	(12,078,491)	(11,793,969)	(2,950,707)	11,674,797	-	-	\$ (99,730,105)		
Due To Other Funds	9610	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Current Loans	9640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Unearned Revenues	9650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Deferred Inflows of Resources	9690	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Undefined Objects																	\$ -		
SUBTOTAL LIABILITIES		(99,730,105)	(62,541,764)	(7,013,012)	(917,779)	(479,150)	(768,174)	(229,828)	(180,137)	(12,451,890)	(12,078,491)	(11,793,969)	(2,950,707)	11,674,797	-	-	(99,730,105)		
Nonoperating																			
Suspense Clearing	9910	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
TOTAL BALANCE SHEET ITEMS		(31,893,829)	(56,513,036)	1,809,409	13,580,525	13,056,371	(207,210)	(202,529)	317,079	(6,766,768)	(6,733,569)	(6,792,886)	(1,810,256)	18,369,041	-	-	(31,893,829)		
E. NET INCREASE/DECREASE B - C + D		(31,893,829)	(45,853,085)	4,362,228	33,506,105	(13,954,354)	(21,165,502)	38,316,969	34,753,701	(28,560,659)	(1,262,219)	26,122,691	(18,334,135)	18,538,583	(34,447,419)	-	(7,977,095)	\$ 23,916,733	
F. ENDING CASH (A + E)		179,729,381	165,770,125	170,132,353	203,638,458	189,684,105	168,518,603	206,835,571	241,589,272	213,028,613	211,766,394	237,889,085	219,554,950	238,093,533					
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 203,646,114		

Sacramento City Unified School District 2023-24 Adopted Budget Cash Flow Projections

179,729,381
147,835,552

2024-25 Cash Flow Projection																		
2024-25	Object	2024-25 Beginning Balance	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	238,093,533	238,093,533	210,439,040	216,787,886	246,343,151	235,246,946	212,473,747	243,288,041	274,865,298	250,185,448	251,258,859	275,536,696	257,789,125			\$ -	\$ -
B. RECEIPTS																		
LCFF Revenue Sources																		
Principal Apportionment	8010-8019		13,724,011	13,724,011	53,547,166	24,703,219	24,703,219	53,547,166	24,703,219	24,703,219	53,547,166	24,703,219	24,703,219	53,547,166			\$ -	\$ 389,856,000
Property Taxes	8020-8079		-	-	-	-	424,942	19,532,345	53,624,563	2,901,364	3,134,574	46,738,820	783,282	911,847			\$ -	\$ 128,051,737
Miscellaneous Funds	8080-8099		-	1,544	(2,010,125)	(2,316,376)	(910,540)	(973,273)	(348,089)	888	(1,750,673)	(611,619)	279,467	(2,715,820)			\$ -	\$ (14,377,057)
Federal Revenues	8100-8299		195,237	1,348,500	4,213,389	4,213,389	313,521	3,157,130	1,125,541	246,788	850,169	3,046,644	401,838	10,540,023			\$ -	\$ 39,089,508
Other State Revenues	8300-8599		3,934,106	3,004,882	7,527,118	3,370,462	7,648,758	11,494,128	5,245,410	2,629,388	5,575,810	6,161,215	11,204,101	5,028,900			\$ 22,042,182	\$ 111,099,686
Other Local Revenues	8600-8799		397,401	109,532	152,614	212,380	106,384	118,370	429,747	243,304	248,660	1,070,885	275,592	285,498			\$ -	\$ 6,184,125
Interfund Transfers In	8910-8929		-	-	-	-	-	-	486,331	-	-	29,119	-	825,133			\$ -	\$ 2,475,399
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL RECEIPTS			18,250,754	18,188,469	63,430,162	26,220,402	32,286,284	86,875,867	85,266,722	30,724,951	61,605,706	81,138,283	37,647,499	68,422,748			22,042,182	662,379,399
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		1,818,531	4,742,828	22,433,458	23,276,440	25,718,326	23,568,881	23,132,580	23,126,786	23,808,843	23,448,982	21,593,669	33,319,569			\$ -	\$ 257,947,051
Classified Salaries	2000-2999		2,982,531	4,196,569	5,589,713	5,752,367	5,657,151	5,932,847	5,812,210	5,613,079	6,344,058	5,674,831	6,955,033	11,354,018			\$ -	\$ 75,203,286
Employee Benefits	3000-3999		3,021,170	4,620,792	17,426,347	17,550,681	17,971,964	17,398,977	17,423,349	17,593,878	17,819,362	17,644,569	17,065,632	19,835,630			\$ 22,042,182	\$ 219,365,940
Books and Supplies	4000-4999		75,475	925,544	1,713,229	759,299	766,493	658,864	1,403,434	919,888	638,567	1,642,644	1,527,721	2,709,007			\$ -	\$ 29,410,799
Services	5000-5999		643,658	3,181,696	4,022,195	6,446,080	5,057,273	8,295,064	6,249,767	5,655,160	9,522,394	6,054,657	6,651,987	15,738,405			\$ -	\$ 104,768,974
Capital Outlay	6000-6599		25,668	88,928	44,474	19,043	11,169	56,828	56,875	44,420	70,803	26,503	92,466	104,923			\$ -	\$ 946,177
Other Outgo	7000-7499		19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378			\$ -	\$ 232,530
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL DISBURSEMENTS			8,586,411	17,775,735	51,248,794	53,823,289	55,201,754	55,930,838	54,097,592	52,972,588	58,223,405	54,511,563	53,905,886	83,080,929			22,042,182	687,874,757
D. BALANCE SHEET ITEMS																		
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Accounts Receivable	9200-9299		37,029,427	7,505,021	10,962,357	18,031,672	16,850,090	692,824	33,983	537,233	135,681	(8,612)	(252,523)	625,597			\$ -	\$ 37,029,427
Due From Other Funds	9310		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Stores	9320		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Other Current Assets	9340		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
SUBTOTAL ASSETS			37,029,427	7,505,021	10,962,357	18,031,672	16,850,090	692,824	33,983	537,233	135,681	(8,612)	(252,523)	625,597			(5,052,495)	(13,031,401)
Liabilities and Deferred Inflows																		
Accounts Payable	9500-9599		(71,476,846)	(44,823,858)	(5,026,245)	(657,775)	(343,408)	(550,553)	(164,718)	(129,105)	(2,567,894)	(2,300,278)	(2,096,360)	(2,114,780)			\$ -	\$ (71,476,846)
Due To Other Funds	9610		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Current Loans	9640		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Unearned Revenues	9650		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
SUBTOTAL LIABILITIES			(71,476,846)	(44,823,858)	(5,026,245)	(657,775)	(343,408)	(550,553)	(164,718)	(129,105)	(2,567,894)	(2,300,278)	(2,096,360)	(2,114,780)			-	(71,476,846)
Nonoperating																		
Suspense Clearing	9910		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL BALANCE SHEET ITEMS			(34,447,419)	(37,318,837)	5,936,112	17,373,897	16,506,681	142,272	(130,735)	408,128	(2,432,213)	(2,308,889)	(2,348,883)	(1,489,184)			-	(34,447,419)
E. NET INCREASE/DECREASE B - C + D			(34,447,419)	(27,654,493)	6,348,846	29,555,265	(11,096,205)	(22,773,199)	30,814,294	31,577,257	(24,679,850)	1,073,411	24,277,837	(17,747,570)			(30,412,548)	(49,225,821)
F. ENDING CASH (A + E)			210,439,040	216,787,886	246,343,151	235,246,946	212,473,747	243,288,041	274,865,298	250,185,448	251,258,859	275,536,696	257,789,125	227,376,577				\$ (25,495,358)
G. Ending Cash, Plus Cash Accruals and Adjustments			-	-	-	-	-	-	-	-	-	-	-	-			\$ 178,150,756	

Sacramento City Unified School District 2023-24 Adopted Budget Cash Flow Projections

2025-26 Cash Flow Projection																		
2025-26	Object	2025-26 Beginning Balance	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	227,376,577	227,376,577	196,941,310	195,037,662	210,796,232	186,395,304	163,236,150	194,259,649	225,591,019	201,125,851	202,543,190	227,320,048	209,535,200			\$ -	\$ -
B. RECEIPTS																		
LCF Revenue Sources																		
Principal Apportionment	8010-8019		13,867,117	13,867,117	54,022,970	24,960,810	24,960,810	54,022,970	24,960,810	24,960,810	54,022,970	24,960,810	24,960,810	54,022,970			\$ 393,590,971	\$ 393,590,971
Property Taxes	8020-8079		-	-	-	424,942	19,532,345	53,624,563	2,901,364	3,134,574	46,738,820	783,282	911,847	-			\$ 128,051,737	\$ 128,051,737
Miscellaneous Funds	8080-8099		-	1,544	(2,010,125)	(2,316,376)	(910,540)	(973,273)	(348,089)	888	(1,750,673)	(611,619)	279,467	(2,715,820)	(3,022,441)		\$ (14,377,057)	\$ (14,377,057)
Federal Revenues	8100-8299		195,237	1,348,500	4,213,389	250,718	313,521	3,157,130	1,125,541	246,788	850,169	3,046,644	401,838	10,540,023	13,400,012		\$ 39,089,508	\$ 39,089,508
Other State Revenues	8300-8599		3,934,106	3,004,882	7,527,118	3,370,462	7,648,758	11,494,128	5,245,410	2,629,388	5,575,810	6,161,215	11,204,101	5,028,900	16,233,226	22,042,182	\$ 111,099,686	\$ 111,099,686
Other Local Revenues	8600-8799		397,401	109,532	152,614	212,380	106,384	118,370	429,747	243,304	248,660	1,070,885	275,592	285,498	2,533,757		\$ 6,184,125	\$ 6,184,125
Interfund Transfers In	8910-8929		-	-	-	-	-	-	486,331	-	-	-	29,119	825,133	1,134,816		\$ 2,475,399	\$ 2,475,399
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
Undefined Objects																	\$ -	\$ -
TOTAL RECEIPTS			18,393,860	18,331,575	63,905,966	26,477,993	32,543,874	87,351,671	85,524,312	30,982,542	62,081,509	81,395,874	37,905,090	68,898,551	30,279,370	22,042,182	666,114,370	666,114,370
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		1,791,475	4,672,264	22,099,691	22,930,132	25,335,687	23,218,222	22,788,412	22,782,704	23,454,614	23,100,106	21,272,397	32,823,838	7,423,201		\$ 253,692,743	\$ 253,692,743
Classified Salaries	2000-2999		3,031,993	4,266,164	5,682,411	5,847,762	5,750,967	6,031,235	5,908,597	5,706,164	6,449,266	5,768,941	7,070,373	11,542,309	3,237,874		\$ 76,294,055	\$ 76,294,055
Employee Benefits	3000-3999		3,091,937	4,729,028	17,834,537	17,961,783	18,392,933	17,806,525	17,831,468	18,005,992	18,236,757	18,057,870	17,465,372	20,300,253	14,229,704	22,042,182	\$ 225,986,342	\$ 225,986,342
Books and Supplies	4000-4999		63,242	775,538	1,435,560	636,237	642,264	552,079	1,175,974	770,799	535,072	1,376,414	1,280,117	2,269,947	13,130,833		\$ 24,644,077	\$ 24,644,077
Services	5000-5999		659,381	3,259,416	4,120,447	6,603,541	5,180,809	8,497,690	6,402,432	5,793,301	9,755,001	6,202,556	6,814,477	16,122,853	27,916,298		\$ 107,328,202	\$ 107,328,202
Capital Outlay	6000-6599		25,668	88,828	44,474	19,043	11,169	56,828	44,420	70,803	26,503	92,466	104,923	304,074			\$ 946,177	\$ 946,177
Other Outgo	7000-7499		19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378	19,378			\$ 232,530	\$ 232,530
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL DISBURSEMENTS			8,683,073	17,810,715	51,236,497	54,017,876	55,333,208	56,181,957	54,183,137	53,122,756	58,520,890	54,551,768	54,014,580	83,183,501	66,241,986	22,042,182	689,124,126	689,124,126
D. BALANCE SHEET ITEMS																		
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Accounts Receivable	9200-9299		17,247,970	1,540,337	2,249,923	3,700,835	3,458,326	142,196	6,975	110,262	63,199	(4,011)	(117,623)	291,397	(2,353,406)	8,159,561	\$ 17,247,970	\$ -
Due From Other Funds	9310		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Stores	9320		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Other Current Assets	9340		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects																	\$ -	\$ -
SUBTOTAL ASSETS			17,247,970	1,540,337	2,249,923	3,700,835	3,458,326	142,196	6,975	110,262	63,199	(4,011)	(117,623)	291,397	(2,353,406)	8,159,561	\$ 17,247,970	\$ -
Liabilities and Deferred Inflows																		
Accounts Payable	9500-9599		(66,473,791)	(41,686,391)	(4,674,431)	(611,733)	(319,371)	(512,016)	(153,189)	(120,068)	(2,388,153)	(2,139,269)	(1,949,625)	(1,966,755)	(9,952,790)		\$ (66,473,791)	\$ -
Due To Other Funds	9610		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Current Loans	9640		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Unearned Revenues	9650		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects																	\$ -	\$ -
SUBTOTAL LIABILITIES			(66,473,791)	(41,686,391)	(4,674,431)	(611,733)	(319,371)	(512,016)	(153,189)	(120,068)	(2,388,153)	(2,139,269)	(1,949,625)	(1,966,755)	(9,952,790)		\$ (66,473,791)	\$ -
Nonoperating																		
Suspense Clearing	9910		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL BALANCE SHEET ITEMS			(49,225,821)	(40,146,054)	(2,424,508)	3,089,102	3,138,955	(369,821)	(146,214)	(9,806)	(2,324,954)	(2,143,280)	(2,067,247)	(1,675,358)	(12,306,196)	8,159,561	\$ (49,225,821)	\$ -
E. NET INCREASE/DECREASE B - C + D			(49,225,821)	(30,435,267)	(1,903,648)	15,758,570	(24,400,928)	(23,159,154)	31,023,499	31,331,370	(24,465,168)	1,417,339	24,776,859	(17,784,849)	(26,591,146)	(27,803,055)	\$ (72,235,578)	\$ (23,009,756)
F. ENDING CASH (A + E)			196,941,310	195,037,662	210,796,232	186,395,304	163,236,150	194,259,649	225,591,019	201,125,851	202,543,190	227,320,048	209,535,200	182,944,054			\$ 155,140,999	\$ -
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 155,140,999	\$ -



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.4

Meeting Date: June 22, 2023

Subject: Recommend the Renaming of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle School

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

Division: Facility Support Services

Recommendation: To approve the recommended renaming of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle School.

Background/Rationale: Sacramento City Unified school District strives to create a warm and welcoming environment for all students, staff, and community members. The renaming of these school sites is part of the District's work in dismantling racism from within our system. School names, structures and symbols that up holds a legacy of racism, oppression, and exclusion shall not be tolerated. The names of our schools are a powerful symbol of our community values.

The Board of Education approved the creation of an ad hoc school renaming committee during the fall of 2020 to review the school names of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle. These sites were recommended by staff and selected by the Board because they were viewed as having the most egregious school names within the District. The committee was charged with bringing forward new school names for the Board's consideration. Unfortunately, due to ongoing COVID challenges, renaming efforts had been delayed until December 2022. Since December, the committee has convened six meetings to form name recommendations for these three sites for the Board's consideration. The Board received the recommended names of these three schools at the June 8, 2023 Board meeting for their consideration at the June 22, 2023 meeting.

Financial Considerations: The estimated cost of renaming these three sites is \$550,000.

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

Documents Attached:

1. Executive Summary
2. Bio Sketches of Peter Burnett, Kit Carson, and John Sutter
3. Committee Renaming Process

Estimated Time of Presentation: 15 minutes

Submitted by: Rose Ramos, Chief Business and Operations Officer
Nathaniel Browning, Director I of Facilities

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Facilities Support Services

Recommend the Renaming of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle School
June 22, 2023



I. Overview/History of Department or Program:

Sacramento City Unified school District strives to create a warm and welcoming environment for all students, staff, and community members. The renaming of these school sites is part of the District's work in dismantling racism from within our system. The school names of these three sites and symbols within these sites that up hold a legacy of racism, oppression, and exclusion shall not be tolerated. The names of our schools are a powerful symbol of our community values.

Background:

The Board of Education approved the creation of an ad hoc school renaming committee during the fall of 2020 ([September 3, 2020 Board meeting](#) and [October 15, 2020 Board meeting](#)) to review the school names of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle. These sites were recommended by staff and selected by the Board because they were viewed as having the most egregious school names within the District. The committee was charged with bringing forward new school names for the Board's consideration. Unfortunately, due to ongoing COVID challenges, renaming efforts had been delayed until December 2022. Since December, the committee has convened six (6) meetings to form name recommendations for these three (3) sites for the Board's consideration. The Board received the recommended names of these three schools at the June 8, 2023 Board meeting for their consideration at the June 22, 2023 meeting.

Committee Composition:

The renaming committee was made up of one (1) appointee from each Trustee area, two (2) student members (including the Student Board Member), three (3) individuals specifically representing the local native community, one (1) principal and one (1) staff member from each site, two (2) District staff members that oversee the Indian Education Committee, and various non-voting District support staff. The committee was specifically designed to incorporate community voices from throughout the District and to uplift the native voice since Peter Burnett, Kit Carson, and John Sutter led the systematic killing and enslavement of large numbers of California native peoples.

There was intersectionality within the assigned committee membership. For example, there were three (3) Native community members enlisted for the committee due to their role within the community, but there was also one (1) student, one (1) staff person, and one (1) community member that also represented the native community. The percentage of each subgroup is represented below (most individuals represented more than once):

- 30% Site and District Staff
- 26% Community At-Large
- 22% Native
- 9% Students
- 18% Non-voting Support Staff

Refocusing on the Renaming Effort:

Board of Education Executive Summary

Facilities Support Services

Recommend the Renaming of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle School
June 22, 2023



The District restarted the renaming effort in December 2022, and there have been six (6) committee meetings in total. Those dates include:

- December 12, 2022—Kickoff meeting
- January 30, 2023—Community building within the committee
- February 15, 2023—Peter Burnett renaming recommendation
- March 22, 2023—Sutter Middle renaming recommendation
- April 12, 2023—Kit Carson renaming recommendation
- May 24, 2023—Confirm renaming recommendations

The District contracted with [RSS Consulting](#) (RSSC) to help objectively facilitate the school renaming process and lead committee meetings. They developed a process for sharing, collecting, vetting, and voting on name recommendations for each site, and adhered to that process for each meeting. As a reminder, RSSC was the firm that assisted the Facilities team in developing the award-winning equity-based facilities master plan.

II. Driving Governance:

Board Policy 7310- Naming of Facilities

- The Board adopted revisions to the Naming of Facilities policy (BP 7310) on [December 15, 2022](#) in order to better align the policy with best practices and provide the renaming process with improved policy guidelines based on those best practices. The revised policy, and the direction to recommend names for these three (3) facilities that are not the names of other individuals served as the driving governance for this effort.

Committee Renaming Process

- Staff and RSSC developed the attached Committee Renaming Process document to guide the committee's proposal and selection process of names to be recommended to the Board of Education.

III. Budget:

District and site staff have compiled a list of objects and items that will have to be replaced at each facility pending Board approval of the new site names. Items to be replaced include murals, gym floors, athletic jerseys, letterhead logo, marquees, and more. Peter Burnett has the fewest items that would need to be changed, whereas Sutter will require much more attention and focus in order to scrub the site of the Sutter name. Staff have identified a few items that can be addressed at each site immediately following Board action. However, many items will not be addressed until the beginning of the 2024-25 school year due to procurement requirements, lead times, and scheduling.

Staff have identified \$550,000 in next year's fiscal budget for the renaming of these three (3) sites.

IV. Goals, Objectives and Measures:

The renaming of school sites is part of the District's work in dismantling racism from within our system.

Board of Education Executive Summary

Facilities Support Services

Recommend the Renaming of Peter Burnett Elementary, Kit Carson International Academy, and Sutter Middle School

June 22, 2023



V. Major Initiatives:

District 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.

VI. Results:

Staff will be recommending the below proposed name changes on behalf of the committee:

- Su Yu Elementary for Peter Burnett. Su Yu (pronounced "suu you") is the Miwok name for hawk. Peter Burnett site leadership engaged their students, communities, and staff to gather recommendations that the principal brought forward to the committee for their consideration. One of those names recommended by the community was Red Tail Hawk Elementary, and the committee selected that name, but recommended the site use the Miwok name for hawk instead.
- Umoja International Academy for Kit Carson. Umoja is the first principle of Kwanzaa and means *to strive for and maintain unity in the family, community, nation, and race*. This was recommended by the school community for the committee's recommendation, and the committee selected this option as their recommendation to the Board.
- Miwok Middle School for Sutter. Sutter Middle School has been a focal point for the native community surrounding Sacramento due to the extreme brutality their communities faced by John Sutter and his followers. Sutter staff engaged the school community and brought forward Oak Middle School for the committee's consideration. However, committee members did not find the recommendation to be adequately restorative and selected Miwok Middle School instead.

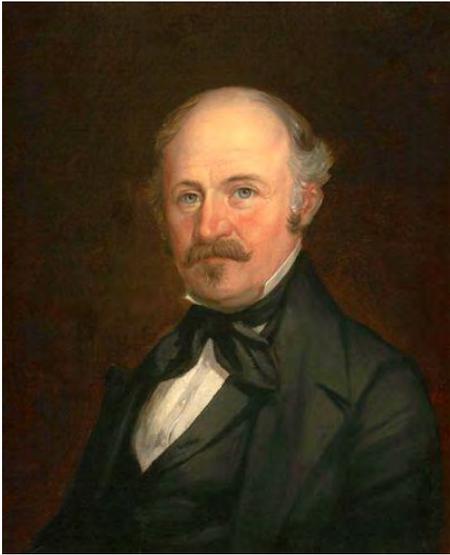
VII. Lessons Learned/Next Steps:

- Begin addressing facilities needs and artifacts for each of the sites immediately after Board action.

John Sutter, Kit Carson, and Peter Burnett

Prepared by Diane White and Pcyeta Stroud
Renaming Committee Meeting - January 30, 2023

John Sutter



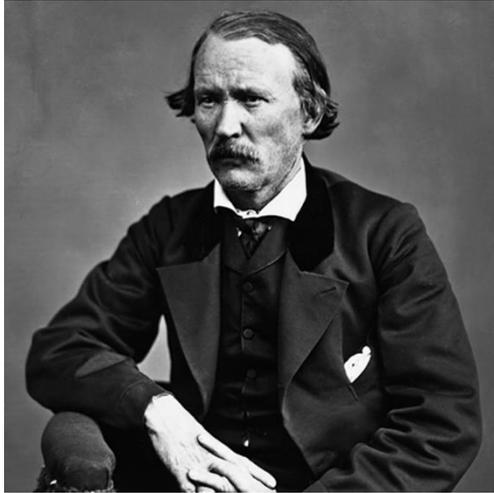
John Sutter, a Swiss immigrant, came to California in 1834 fleeing from debtors' prison, leaving behind a wife and five children to face his creditors. Sutter convinced Juan Bautista Alvarado, the governor of Mexican California, to grant him 48,400 acres, which he called "New Helvetia." His land grant also gave him absolute political, legal, and judicial authority in exchange for preventing further American settlement and controlling the indigenous communities in the region. Contrary to his promises, Sutter promoted American settlement to this Mexican territory, but made good on the agreement to control the Native population by decimating local indigenous communities. As historian Albert Hurtado notes, the destruction of ancient oaks, grasses, and animals -

major food supplies for Miwoks and Nisenans - "troubled him not at all."

Sutter enslaved Native peoples by making war on local tribes, which provided him with a steady source of free labor for his enterprises as well as a source of income by which to reduce his debts through the sale of orphaned children (Hurtado). According to UCLA professor Benjamin Madley in his book, *An American Genocide: The United States and the California Indian Catastrophe*, Sutter kept "600 or 800 Indians in a state of complete slavery" and reportedly had them eat out of livestock troughs (Madley 2016).

Having been weakened by the impact of European diseases, attacks by fur-traders, and capture and enslavement by Spanish missionaries and Mexican rancho owners, some Miwok and Nisenan residents were drawn to Sutter's trading post for the security that Sutter offered them. However, once working for Sutter, the threat of violence prevented indigenous people from leaving, which meant their permanent enslavement (Hurtado).

Kit Carson



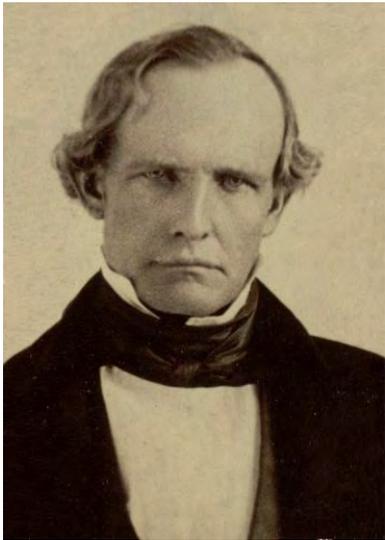
Kit Carson was perhaps the most famous trapper and guide in the West who traveled with John C. Frémont's expeditions in the 1840s. Frémont's wife, Jessie Benton Frémont is largely responsible for creating a flattering portrayal of Carson through her reports, which were widely published in the east.

Serving as Colonel John C. Frémont's scout in California, in 1846 Kit Carson and Frémont's men destroyed a village on the Sacramento River with artillery and rifle fire and then descended upon the village with swords, pistols, axes, and knives. Anyone attempting to escape was chased down and murdered by mounted soldiers wielding

tomahawks. Estimates of victims ranged from 150 to over 700, with perhaps another 300 people killed trying to escape. According to expedition member Thomas E. Breckenridge, the purpose of these mass killings of tribal communities in California was to teach survivors not to challenge whites. Frémont's expedition established Anglo-Americans' approach to California Indians: killing them or removing them by placing them on reservations or rancherias where whites could control and exploit them.

Carson went on to become even more famous for his 1863 campaign against the Navajo when they refused to removal to reservations. Carson commanded an expedition, which killed all Navajo men wherever they were found, burned crops, destroyed villages, slaughtered livestock, and allowed his Ute allies to keep their Navajo captives while selling the women and children to Mexican households (Guild and Carter).

Peter Burnett



California's first governor, Peter Burnett, came from a slaveholding Missouri family. He migrated to the Oregon Territory to escape his debtors and ultimately became the Supreme Judge of Oregon's territorial government. He advocated for the total exclusion of all African Americans from the territory and authored what became known as "Burnett's lash law," which authorized the beating of any free Black people refusing to leave the territory.

As the Gold Rush began in 1848 Burnett migrated to California. While serving on the state Supreme Court, he ordered the extradition of Archy Lee (a slave who the California Court had ruled was a free) back to Mississippi. Burnett, who owned two slaves that he kept in California, advocated for the total exclusion of African Americans in

California, as he had in Oregon.

Regarding California's tribal communities, Burnett gave state money to local militias to exterminate the indigenous peoples and worked with the US government to obtain the resources needed to carry out this genocide. Consequently, with support from the U.S. Army, local militias raided tribal settlements and murdered Native people. Local governments paid bounties to settlers for Native scalps and for the horses of the tribal people they killed. According to the historian Benjamin Madley, about 100,000 Natives in California died during the first two years of the Gold Rush alone; by 1873, only 30,000 Indigenous people remain (Madley 2016). At least 16,000 murders of Native Indians of California are documented during this time (Blakemore, 2019).

Sources and Additional Information

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- Lindsay, Brendan C. 2012. *Murder State: California's Native American Genocide 1846-1873*. Lincoln: University of California Press
- Madley, Benjamin. 2016. *An American Genocide: The United States and the California Indian Catastrophe, 1846- 1873*. New Haven and London: Yale University Press.
- Madley, Benjamin. 2008. "California's Yuki Indians: Defining Genocide in Native American History." *Western Historical Quarterly* 39(3):303-332.
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- Nokes, Gregory R., *The Troubled Life of Peter Burnett, Oregon Pioneer and First Governor of California*. Oregon State University Press, 2018.
- "Reexamining the American Genocide Debate: Meaning, Historiography, and New Methods," *The American Historical Review* 120:1 (February 2015), 98-139.
- "Understanding Genocide in California under United States Rule, 1846-1873," *The Western Historical Quarterly* 47:4 (Winter 2016), 449-461.
- "'Unholy Traffic in Human Blood and Souls:' Systems of California Indian Servitude under U.S. Rule," *Pacific Historical Review* 83:4 (November 2014), 626-667.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.5

Meeting Date: June 22, 2023

Subject: ELSB Grant Updates

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

Division: Academic Office

Recommendation: N/A

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

Financial Considerations: N/A

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

Documents Attached: N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Shannon Pella, Director Professional Learning ELA, Literacy, and Humanities and Erin Hanson, Assistant Superintendent Curriculum and Instruction

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.6

Meeting Date: June 22, 2023

Subject: Adopt Resolution No. 3334: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten

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

Division: Human Resource Services

Recommendation: Adopt Resolution No. 3334: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten

Background/Rationale: Effective August 1, 2021, Education Code section 48000, subdivision (g)(4), provides that credentialed teachers who are first assigned to a transitional kindergarten classroom after July 1, 2015 must satisfy one of the following requirements by August 1, 2023: (A) have at least 24 units in early childhood education, or childhood development, or both; (B) as determined by the employing school district, have professional experience in a classroom setting with preschool age children that is comparable to 24 units of education in early childhood education, or childhood development, or both; or (C) possess a child development teacher permit issued by the Commission on Teacher Credentialing.

The District adopted professional experience qualifications pursuant to Education Code section 48000, subdivision (g)(4)(B), of one year of experience as a transitional kindergarten teacher, in order to serve in such capacity beginning the 2022-2023 school year.

In order to increase opportunities for certificated teachers to serve in transitional kindergarten classrooms, the District proposes adopting an update to professional experience qualifications pursuant to Education Code section 48000, subdivision (g)(4)(B):

1. one year of experience as a transitional kindergarten teacher or

2. 3 years as the teacher of record in an elementary or preschool age setting and 12 ECE and/or CD units.

Financial Considerations: N/A

LCAP Goal 2: Safe, Clean, and Healthy Schools

Documents Attached:

1. Executive Summary
2. Resolution No. 3334 will be available next Thursday, June 22, 2023

Presentation Time:

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Adopt Resolution No. 3334: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten June 22, 2023



I. Overview/History of Expansion of Transitional Kindergarten Programs and Qualification Requirements

Consistent with legislation to expand educational opportunities for younger learners, the District has grown its transitional kindergarten program. Given the unique learning and developmental needs of these children, the Legislature recognized the need for credentialed teachers in these classrooms to have specialized knowledge in the areas of early childhood education or development, or to possess a child development teaching permit issued by the Commission on Teacher Credentialing. Given the expansion of these programs in school districts throughout the state, including SCUSD, the Legislature recognized a need to give local school districts the ability to establish comparable experience qualifications to serve in such classrooms.

The resulting law is Education Code section 48000, subdivision (g)(4), which provides that credentialed teachers who are first assigned to a transitional kindergarten classroom after July 1, 2015 must possess one of the following by August 1, 2023:

- (A) At least 24 units in early childhood education, or childhood development, or both.
- (B) As determined by the local educational agency employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (A).
- (C) A child development teacher permit issued by the Commission on Teacher Credentialing.

The resolution being presented to the Board is for the District to exercise its discretion under subdivision (B), above.

II. Driving Governance:

The District has an interest in providing additional opportunities for credentialed teachers to serve in a transitional kindergarten classroom. To this end, the District proposes that the Board adopt an additional professional experience pathway that would enable more teachers to serve in such classes.

With passage of this resolution, there will be four (instead of two) options for teachers to satisfy in order to be qualified and eligible to teach in a transitional kindergarten class under Education Code section 48000, subdivision (g)(4)(B). Specifically, the District would deem that one year of experience in a transitional kindergarten

Board of Education Executive Summary

Human Resource Services

Adopt Resolution No. 3334: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten June 22, 2023



classroom would be equivalent to 24 units in early childhood education or childhood development. This length of experience is based on the understanding that 24 units is equivalent to two semesters (one year) as a full-time student. Alternatively, three years as the teacher of record in an elementary or preschool age setting and 12 early childhood education and/or childhood development units will also be deemed to be equivalent to 24 units in early childhood education or childhood development under Education Code section 4800, subdivision (g)(4)(B).

III. Budget:

By this action, the Board will expand opportunities for teachers to serve in positions that are already contemplated in the District's budget for the 2023-2024 school year and future years. In addition, ensuring that teachers are properly qualified to teach in a transitional kindergarten setting allows the District to claim apportionment for those classes as described in the Education Code.

IV. Goals, Objective and Measures:

Hands on experience is often one of the best ways to learn, particularly for teachers. By providing teachers with this additional opportunity to serve as a transitional kindergarten teacher or multiple years in an elementary or preschool age setting, the District will be taking additional steps to ensure that these positions are filled, while also maintaining high quality education and learning opportunities for these students.

V. Major Initiatives:

This action will further support the District's dedication to and ongoing efforts to ensure that all students are provided with high quality education from the very start.

VI. Results:

With the adoption of Resolution No. 3334, the Chief Human Resources Officer and staff will ensure that District teachers are notified of this additional opportunity for the upcoming school year and that vacancy postings are updated accordingly.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: June 22, 2023

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. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A23-00019-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$25,000 No Match
Period: 8/1/22-12/31/23. Description: California Partnership Academies: California Labor Federation Partnership Project for Luther Burbank HS, Building Trades Academy (0585) has been amended to extend the award ending date from 6/30/23 to 12/31/23.		

<u>ACADEMIC OFFICE DEPARTMENT</u>		
California Department of Education A23-00112	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$15,000 No Match
Period: 1/1/23-12/31/23. Description: 2022-23 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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YOUTH DEVELOPMENT

Expanded Learning Program 2022/23 and 2023/24	6/26/23 – 8/19/24: Nine providers will develop, maintain and sustain expanded learning programming for the 2022-2023 and 2023/24 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.
New Contract:	
<input type="checkbox"/> Yes	
<input checked="" type="checkbox"/> No	

2022 /23 and 2023/24 Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento, SA24-00057 Sites served: Edward Kemble and Ethel I. Baker	\$545,404 ASES and ELOP Funds
Center for Fathers and Families, SA24-00046 Sites served: HW Harkness, New Joseph Bonnheim, and Oak Ridge	\$811,265 ASES and ELOP Funds
Empowering Possibilities Unlimited, SA24-00059 Sites served: James Marshall, Mark Twain, Bret Harte and Rosa Parks	\$1,241,108 ASES and ELOP Funds
Leaders of Tomorrow, SA24-00060 Sites served: Isador Cohen, John Sloat, and PS7	\$849,440 ASES and ELOP Funds
Sacramento Chinese Community Service Center, SA24-00050 Sites served: Abraham Lincoln, Albert Einstein, Bowling Green, California Middle, Camellia Basic, Caroline Wenzel, Cesar Chavez, Earl Warren,	\$13,535,260 ASES, ELOP and 21 st Century Funds

Ethel Phillips, Fern Bacon, Golden Empire, John Cabrillo, Martin Luther King, Jr., Nicholas, Pacific, Peter Burnett, Pony Express, Tahoe, Washington, Will C Wood, William Land and Woodbine	
YMCA of Superior California, SA24-00048 Sites served: Leataata Floyd and YMCA at 2021 W Street	\$522,808 ASES, ELOP and 21 st Century Funds
City of Sacramento, SA24-00061 Site served: Sam Brannan MS	\$206,560 ASES and ELOP Funds
New Hope Community Development Corp, SA24-00084 Sites served: Hollywood Park and William Land	\$278,244 ASES and ELOP Funds
Rose Family Creative Empowerment Center, SA24-00064 Sites served: John Still K-8, Parkway, Susan B. Anthony, Luther Burbank HS, and Phoenix Park Community Center	\$1,797,740 ASES and ELOP Funds

SPECIAL EDUCATION DEPARTMENT

Nonpublic School and Agency Providers 7/1/23 – 6/30/24: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2023-2024 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education. \$43,745,060 Special Education Funds

New Contract:

- Yes
- No

Non-Public School Contracts: \$14,357,660 subtotal

S24-00011	CCHat Center	\$55,000
S24-00013	Access Language Connection	\$35,000
S24-00026	Aldar Academy	\$1,288,000
S24-00027	Capitol Academy	\$672,000
S24-00028	Capitol Elementary Inc.	\$399,000
S24-00053	Chartwell School	\$62,160
S24-00054	Discovery Ranch	\$246,400
S24-00055	Kadiant LLC Land Park Campus	\$2,688,000
S24-00056	Logan River Academy LLC	\$50,400
S24-00057	Mountain Valley Child & Family Services	\$364,000
S24-00058	Northern California Preparatory School	\$420,000
S24-00059	Odyssey Learning Center	\$817,600
S24-00060	Opportunity Acres	\$117,600
S24-00061	Placer Learning Center	\$56,500
S24-00062	Point Quest Education Inc.	\$4,480,000
S24-00063	Sierra Foothills Academy	\$180,800
S24-00064	Sierra Schools Inc.	\$2,425,200

Non-Public Agency Contracts:		\$29,387,400 subtotal
S24-00001	Access Language Connection	\$1,120,000
S24-00002	Action Supportive Care Services Inc.	\$1,960,000
S24-00003	Advance Kids Inc.	\$15,000
S24-00005	American River Speech Therapy	\$15,000
S24-00006	Applied Behavior Consultants Inc.	\$15,000
S24-00007	ATX Learning LLC	\$120,000
S24-00008	Capital Kids Occupational Therapy	\$15,000
S24-00009	Capitol Speech & Rehabilitation Services	\$575,000
S24-00010	Care Inc.	\$350,000
S24-00012	Center for Autism & Related Disorders	\$15,000
S24-00014	Ed Supports LLC dba Juvo	\$505,000
S24-00015	Growing Healthy Children Therapy Serv	\$1,235,000
S24-00016	Jabbergym LLC	\$70,000
S24-00017	Jabbergym LLC	\$450,000
S24-00018	Kadient LLC	\$270,000
S24-00019	Laguna Physical Therapy & Hand Rehab	\$235,000
S24-00020	Learning Solutions Kids, Inc.	\$4,500,000
S24-00021	Maxim Healthcare Services	\$15,000
S24-00022	Maxim Healthcare Staffing	\$1,800,000
S24-00023	Music to Grow On	170,000
S24-00024	New Directions Solutions LLC dba ProCare Therapy	\$1,110,000
S24-00025	Northern California Children's Therapy Center	\$115,000
S24-00041	Pacific Autism Learning Services	\$170,000
S24-00042	Point Quest (All Regions)	\$2,184,000
S24-00043	Presence Learning	\$15,000
S24-00044	Positive Behavior Supports Corp	\$1,200,000
S24-00045	School Steps Inc.	\$582,400
S24-00046	Professional Tutors of America, Inc.	\$180,000
S24-00047	Jane Johnson Speech Therapy	\$81,000
S24-00048	Supported Life Institute-CTEC	\$45,000
S24-00049	Therapeutic Language Clinic, Inc.	\$65,000
S24-00050	The Speech Pathology Group, Inc.	\$9,200,000
S24-00051	Therapeutic Pathways Inc.	\$260,000
S24-00052	Northern California Rehabilitation Inc.	\$730,000

FACILITIES DEPARTMENT

<p>Verde Design SA23-00575</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>6/1/23 – 12/31/23: Architectural and engineering services for the John F. Kennedy New Varsity Softball / Baseball Field Improvement project. Project consists of complete replacement of the varsity softball and baseball fields; evaluate six (6) tennis courts to either repair or replace in kind.</p>	<p>\$443,599 Measure H Funds</p>
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Verde Design was selected for this project because of their experience with similar projects that they have completed throughout the District.

RECOMMENDED BID AWARDS – PURCHASING

Bid No. **23-062-2 Solid Waste Handling and Recycling & Compositing Services**

Bids Received: 2:00 pm, May 24, 2023

Recommendation: Award to Republic Services of Sacramento

Amount/Funding: \$462,750 Annually (approx.)

*Evaluated by weighted score criteria with cost being weighted as the highest criteria.

Maximum available score 1300 points

BIDDER	BIDDER LOCATION	AVERAGE WEIGHTED SCORES
Republic Services of SAC	Sacramento, CA	915
Atlas Disposal	Rancho Cordova, CA	665

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **Nicholas Elementary School New Construction and Modernization**

Recommendation: CORE West, Inc. was awarded preconstruction services at the January 19, 2023 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with CORE West, Inc. This request for proposal (RFP) was publicly advertised on October 10, 2022 and October 17, 2022. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is established, the construction contract will be submitted to the Board for approval.

Original Pre-Construction Amount: \$70,000; Measure H Funds

Approve Amendment No. 1 Amount of \$1,844,337 to CORE West, Inc., funded with Measure H Funds. Amendment No. 1 is for the demolition of the current Nicholas site and setup of temporary utilities.

New Total Contract Amount: \$1,914,337; Measure H Funds

The cost of construction is currently estimated at \$54,150,000.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2022	25220	67439	MC
Attention Mr. Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Funds	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	6385	8590	INDEX	

Name of Grant Program
 California Partnership Academies: California Labor Federation Partnership Project

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$25,000		\$25,000	1	08/01/2022	12/31/2023
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		

This is to inform you that the award for the Luther Burbank High School, Building Trades Academy (0585) has been amended to extend the award ending date from 06/30/2023 to 12/31/2023.

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.

Please return the original, signed Grant Award Notification (AO-400) to:

Cindy Rose, Associate Governmental Program Analyst
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Eliese Rulifson	Job Title Education Programs Consultant,
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E-mail Address ERulifson@cde.ca.gov	Telephone 916-319-0457
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Signature of the State Superintendent of Public Instruction or Designee ▶ <i>[Signature]</i>	Date 5/12/2023
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CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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.

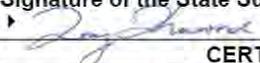
Printed Name of Authorized Agent <i>Rose Ramos</i>	Title <i>CBD</i>	RECEIVED
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E-mail Address <i>rose-f-ramos@scusd.edu</i>	Telephone <i>(916) 643-9055</i>	Date <i>JUN 02 2023</i>
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Signature ▶	Date <i>[Signature]</i>	OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District
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California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				22	25572	67439	00
Attention Rose Ramos, Chief Business Officer				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Business and Financial Services				Resource Code	Revenue Object Code		34
Telephone (916) 643-9055				6271	8590		INDEX
Name of Grant Program California National Board Certified Teacher Incentive Program							0590
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amen d. No.	Award Starting Date	Award Ending Date	
	\$15,000.00		\$15,000.00		01/01/2023	12/31/2023	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the 2022–23 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please use the secure electronic signature process provided. Otherwise, a wet signature is required. If you choose this option, please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Kathryn Slaven, Staff Services Analyst Educator Excellence and Equity Division California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Susan Olsen				Job Title Education Programs Consultant			
E-mail Address NBCT@cde.ca.gov					Telephone 916-445-7331		
Signature of the State Superintendent of Public Instruction or Designee 					Date May 16, 2023		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Rose Ramos				Title CBO			
E-mail Address rose-f-ramos@scusd.edu					Telephone (916) 643-9055		
Signature  DocuSigned by: Rose Ramos					Date 05/30/2023		

CC6FE7C204D7402...

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Boys and Girls Club of Greater Sacramento

The Sacramento City Unified School District (“District” or “SCUSD”) and the Boys and Girls Club of Greater Sacramento (“BGC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain summer programs that offer support services to Ethel I Baker Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned school from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain programs that offer support services to Edward Kemble and Ethel I Baker; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. BGC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all

District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay BGC for direct services not to exceed **\$545,404.00** (which includes 18 hours of training for 20 BGC Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount from ASES Grant	Amount for 21 st CCLC/ESSER III	Amount from ELOP (Expanded Learning Opportunities Program)
Ethel I Baker	\$71,680.00	\$18,634.00		\$53,046.00
Grand Total	\$71,680.00	\$18,634.00		\$53,046.00

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.

- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Edward Kemble	73	\$165,564.00	\$129,201.72	\$36,362.28
Edward Kemble TK/K	10	\$36,000.00		\$36,000.00
Ethel I Baker	80	\$181,440.00	\$139,665.53	\$41,774.47
Ethel I Baker TK/K	10	\$36,000.00		\$36,000.00
Total		\$419,004.00	\$268,867.25	\$150,136.75
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Ethel I Baker	20	\$23,760.00		\$23,760.00
Edward Kemble	20	\$23,760.00		\$23,760.00
Total		\$47,520.00		\$47,520.00

*The before school program and TK/K after school program will operate at the school site. The provider can run the after school program for grades 1- 6 at 5212 Lemon Hill Drive, Sacramento, 95824.

Training Amount = 18 hours x 20 employees x \$20 = \$7,200.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Supplemental Grant = \$18,634.00
 ASES Core Grant = \$268,867.25
 ELOP for Programming = \$250,702.75
 ELOP for Training Hours = \$7,200.00

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BGC and each of BGC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, BGC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. BGC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement

shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. BGC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. BGC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by BGC; (b) any act by BGC exposing the District to liability to others for personal injury or property damage; or (c) BGC is adjudged as bankrupt; BGC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the BGC's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
 - ii. Accordingly, BGC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by BGC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BGC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Use of Facilities. Neither BGC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. BGC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, BGC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to BGC prior to the execution of this Agreement. BGC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as

any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. BGC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. BGC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. BGC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between BGC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between BGC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved

and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **BOYS AND GIRLS CLUB OF GREATER SACRAMENTO**

By: Kimberly Key _____ Date 6-1-2023
Authorized Signature

Print Name: Kimberly Key _____

Title: CEO _____

Agency's Public Phone Number: 916-392-1350

Email Address: KKey@bgcsac.org

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Boys and Girls Club of Greater Sacramento shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. BGC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside BGC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. BGC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming BGC regarding District expectations.

1. BGC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. BGC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. BGC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, BGC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, BGC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
YMCA of Superior California

The Sacramento City Unified School District (“District” or “SCUSD”) and the YMCA of Superior California (“YMCA” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain summer programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All YMCA employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. YMCA shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay YMCA for direct services not to exceed \$522,808.00 (which includes 18 hours of training for 14 YMCA Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount From 21 st CCLC Grant	Amount from ELOP (Expanded Learning Opportunities Program)
Leataata Floyd	\$71,680.00	\$38,929.00	\$32,751.00
YMCA Camp	\$19,200.00		\$19,200.00
Grand Total	\$90,880.00	\$38,929.00	\$51,951.00

*The contractor will run a summer enrichment camp for 30 students from July 31 through August 25 at 2021 W Street, Sacramento 95818.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES/21 st Century Community Learning Centers	ELOP
Leataata Floyd ASES Grant	73	\$165,564.00	\$129,201.00	\$36,363.00
Leataata Floyd 21 st Century Grant	73	\$165,564.00	\$129,763.00	\$35,801.00
Leataata Floyd TK/K	20	\$72,000.00		\$72,000.00
Total		\$403,128.00	\$258,964.00	\$144,164.00
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Leataata Floyd 21 st Century Grant	20	\$23,760.00	\$23,760.00	
Total		\$23,760.00	\$23,760.00	

Training Amount = 18 hours x 14 employees x \$20 = **\$5040.00** included in the total of ELOP grant funds.

Funding Distribution:

- ASES Core Grant = \$129,201.00
- 21st Century CCLC Grant = \$129,763.00
- 21st Century CCLC before School = \$23,760.00
- 21st Century Supplemental Grant = \$38,929.00
- ELOP for Programming = 196,115.00
- ELOP for Training Hours = \$5040.00

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. YMCA further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. YMCA shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by YMCA;

(b) any act by YMCA exposing the District to liability to others for personal injury or property damage; or (c) YMCA is adjudged as bankrupt; YMCA makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the YMCA's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

ii. Accordingly, YMCA agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither YMCA, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. YMCA's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities,

or interfere with other potential users' authorized right to use District property. At all times, YMCA shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to YMCA prior to the execution of this Agreement. YMCA is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. YMCA shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. YMCA waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. YMCA agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between YMCA and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between YMCA and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: Sharna Braucks
Authorized Signature

May 31, 2023
Date

Print Name: Sharna Braucks

Title: President & CEO

Agency's Public Phone Number: _____

Email Address: Sbraucks@ymca-superior-cal.org

Sacramento City Unified School District and YMCA of Superior California:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

YMCA of Superior California shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. YMCA will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly YMCA meetings, monthly YMCA Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside YMCA contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. YMCA will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming YMCA regarding District expectations.

1. YMCA and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. YMCA and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. YMCA will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, YMCA and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, YMCA/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Empowering Possibilities Unlimited

The Sacramento City Unified School District (“District” or “SCUSD”) and the Empowering Possibilities Unlimited (“EPU” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain summer programs that offer support services to Mark Twain and Rosa Parks K-8 and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain programs that offer support services to Bret Harte Elementary, James Marshall Elementary, Mark Twain Elementary and Rosa Parks K-8 Elementary **schools** and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All EPU employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. EPU shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

For provision of services pursuant to this Agreement, District shall pay EPU for direct services not to exceed **\$1,241,108.00** (which includes 18 hours of training for 40 EPU Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.

- i. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- ii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount from ASES (After School Education and Safety) Supplemental Grant	Amount from ELOP (Expanded Learning Opportunities Program)
Mark Twain Elementary	\$71,680.00		\$71,680.00
Rosa Parks K-8	\$71,680.00	\$10,988.00	\$60,692.00
Grand Total	\$143,360.00	\$10,988.00	\$132,372.00

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Bret Harte Elementary	80	\$181,440.00	\$150,475.56	\$30,964.44
Bret Harte Kinder	20	\$72,000.00		\$72,000.00
James Marshall	80	\$181,440.00	\$129,720.31	\$51,719.69
James Marshall Kinder	20	\$72,000.00		\$72,000.00
Mark Twain	80	\$181,440.00	\$129,720.31	\$51,719.69
Mark Twain TK/Kinder	20	\$72,000.00		\$72,000.00
Rosa Parks K-8	111	\$251,748.00	\$172,960.41	\$78,787.59
Total		\$1,012,068.00	\$582,876.59	\$429,191.41
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Bret Harte	30	\$35,640.00		\$35,640.00
James Marshall	30	\$35,640.00		\$35,640.00
Total		\$71,280.00		\$71,280.00

Training Amount = 18 hours x 40 employees x \$20 = \$14,400.00 funded from ELOP grant

Funding Distribution:

ASES Supplemental Grant = \$10,988.00

ASES Core Grant = \$582,876.59

ELOP for Programming = \$632,843.41

ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by EPU or due until completion of all obligations pursuant to this Agreement.

- C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, EPU and each of EPU employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
- D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, EPU shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000.00 per occurrence. EPU will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."
- E. Fingerprinting Requirements.
- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. EPU agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
 - ii. EPU further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement
- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. EPU shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by EPU; (b) any act by EPU exposing the District to liability to others for personal injury or property damage; or (c) EPU is adjudged as bankrupt; EPU makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the EPU's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, EPU agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act,

omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- I. Use of Facilities. Neither EPU, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. EPU's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, EPU shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to EPU prior to the execution of this Agreement. EPU is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. EPU shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. EPU waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. EPU agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between EPU and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between EPU and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
 Rose Ramos
 Chief Business Officer
 Sacramento City Unified School District

AGENCY NAME: EMPOWERING POSSIBILITIES UNLIMITED

By:  Date May 23, 2023
 Authorized Signature

Print Name: Angela Love

Title: Executive Director

Agency's Public Phone Number: 916-214-5433

Email Address: angela.love@epuinc.org

Sacramento City Unified School District and Empowering Possibilities Unlimited:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, EPU site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Empowering Possibilities Unlimited shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. EPU will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023

time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly EPU meetings, monthly EPU Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside EPU contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. EPU will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming EPU regarding District expectations.

1. EPU and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. EPU and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. EPU will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, EPU and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, EPU/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Leaders of Tomorrow

The Sacramento City Unified School District (“District” or “SCUSD”) and the Leaders of Tomorrow (“LOT” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain summer programs that offer support services to **Isador Cohen Elementary** and enrichment activities supporting the *SummerMatters@SCUSD* program at the above-mentioned school from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer support services to Isador Cohen Elementary, John Sloat Elementary and PS7 K-8 and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All LOT employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. LOT shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay LOT for direct services not to exceed **\$849,440.41**(which includes 18 hours of training for 40 LOT Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount from ASES Supplemental Grant	Amount for 21 st CCLC/ESSER III	Amount from ELOP (Expanded Learning Opportunities Program)
Isador Cohen Elementary	\$71,680.00			\$71,680.00
Grand Total	\$71,680.00			\$71,680.00

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.

- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.
- PS7 is funded for 85% of the ASES grant amount.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Isador Cohen Elementary	80	\$181,440.00	\$129,720.31	\$51,719.69
Isador Cohen Elementary TK/K	25	\$90,000.00		\$90,000.00
John Sloat Elementary	80	\$181,440.00	\$129,720.31	\$51,719.69
John Sloat Elementary TK/K	25	\$90,000.00		\$90,000.00
PS7 K-8	111	\$172,960.41	\$172,960.41	
Total		\$715,840.41	\$432,401.03	\$283,439.38
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
	40	\$47,520.00		\$47,520.00
Total		\$47,520.00		

Training Amount = 18 hours x 40 employees x \$20 = \$14,400 funded from ELOP

Funding Distribution:

ASES Core Grant = \$432,401.03

ELOP for Programming = \$402,639.38

ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, LOT and each of LOT employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, LOT shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. LOT will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement

shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. LOT further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. LOT shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by LOT; (b) any act by LOT exposing the District to liability to others for personal injury or property damage; or (c) LOT is adjudged as bankrupt; LOT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the LOT's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, LOT agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by LOT and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. LOT has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither LOT, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. LOT's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, LOT shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to LOT prior to the execution of this Agreement. LOT is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as

any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. LOT shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. LOT waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. LOT agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between LOT and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between LOT and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: **LEADERS OF TOMORROW**

By: Pendrel Ventress
Authorized Signature

May 25, 2023
Date

Print Name: Pendrel Ventress

Title: Chief Executive Officer

Agency's Public Phone Number: 916.715-2722

Email Address: Pendrel.Ventress@leadersasp.com

and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Sacramento City Unified School District and Leaders of Tomorrow:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Leaders of Tomorrow shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. LOT will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly LOT meetings, monthly LOT Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside LOT contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. LOT will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming LOT regarding District expectations.

1. LOT and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. LOT and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. LOT will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, LOT and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, LOT/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Sacramento Chinese Community Service Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain summer programs that offer support services to **Abraham Lincoln Elementary, Albert Einstein Middle, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Leonardo da Vinci K-8, Matsuyama Elementary, Martin Luther King, Jr. K-8, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, Tahoe Elementary, Washington Elementary, Will C Wood Middle, and William Land Elementary** and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to **Abraham Lincoln Elementary, Albert Einstein Middle, Alice Birney Elementary, A.M. Winn K-8, American Legion High, Bowling Green Elementary Chacon and McCoy, C.K. McClatchy High, Caleb Greenwood Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez Intermediate, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Genevieve Didion K-8, Golden Empire Elementary, Hiram Johnson High, Hubert Bancroft Elementary, John F. Kennedy High, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Leonardo da Vinci K-8, Matsuyama Elementary, Martin Luther King, Jr. K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Phoebe Hearst Elementary, Pony Express Elementary, Rosemont High, Sequoia Elementary, School of Engineering and Sciences High, Sutterville Elementary, Tahoe Elementary, Theodore Judah Elementary, Washington Elementary, Will C Wood Middle, William Land Elementary, and Woodbine Elementary** schools and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in

their children's education, provide safe, supervised, and high-quality expanded learning care for students.

All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay SCCSC for direct services not to exceed **\$13,535,260.00** (which includes 18 hours of training for 450 SCCSC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Rate Middle Schools: \$24 per day for 28 days (8:00 a.m. to 2:30 p.m.) for 80 students = \$53,760
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount from ASES Grant	Amount for 21 st CCLC/ESSER III	Amount from ELOP (Expanded Learning Opportunities Program)
Abraham Lincoln	\$71,680.00	\$29,844.15		\$41,835.85
Albert Einstein	\$53,760.00	\$15,048.24		\$38,711.76
California	\$53,760.00	\$20,755.25		\$33,004.75
Camellia Basic	\$71,680.00	\$20,348.28		\$51,331.72
Caroline Wenzel	\$71,680.00			\$71,680.00
David Lubin	\$71,680.00			\$71,680.00
Earl Warren	\$71,680.00	\$25,435.36		\$46,244.64
Elder Creek	\$71,680.00			\$71,680.00
Ethel Phillips	\$71,680.00	\$13,197.90		\$58,482.10
Fern Bacon	\$53,760.00		\$53,760.00 (ESSER III)	\$0.00
Golden Empire	\$71,680.00	\$10,988.08		\$60,691.92
Hubert Bancroft	\$71,680.00	\$13,022.90		\$58,657.10
John Bidwell	\$71,680.00			\$71,680.00
John Cabrillo	\$71,680.00	\$10,988.08		\$60,691.92
Leonardo da Vinci	\$71,680.00			\$71,680.00
Matsuyama	\$71,680.00			\$71,680.00
Martin Luther King, Jr	\$71,680.00		\$37,453.20 (cclc)	\$34,226.80
Pacific	\$71,680.00	\$27,469.24		\$44,210.76
Peter Burnett	\$71,680.00	\$10,988.08		\$60,691.92
Pony Express	\$71,680.00			\$71,680.00
Tahoe	\$71,680.00			\$71,680.00
Washington	\$71,680.00			\$71,680.00
Will C Wood	\$53,760.00	\$25,638.84		\$28,121.16
William Land	\$71,680.00			\$71,680.00
Grand Total	\$1,648,640.00	\$223,724.40	\$91,213.20	\$1,333,702.40

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.

- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Abraham Lincoln	90	\$204,120.00	\$129,720.00	\$74,400.00
Abraham Lincoln TK/K	10	\$36,000.00		\$36,000.00
Albert Einstein	111	\$251,748.00	\$172,960.41	\$78,787.59
Alice Birney K-8	80	\$181,440.00		\$181,440.00
Alice Birney TK/K	20	\$72,000.00		\$72,000.00
A.M. Winn	100	\$226,800.00	\$150,475.56	\$76,324.44
A.M. Winn TK/K	20	\$72,000.00		\$72,000.00
Bowling Green	100	\$226,800.00	\$130,296.84	\$96,503.16
Bowling Green TK/K	10	\$36,000.00		\$36,000.00
Caleb Greenwood	50	\$113,400.00		\$113,400.00
Caleb Greenwood TK/K	10	\$36,000.00		\$36,000.00
California	111	\$251,748.00	\$172,787.46	\$78,960.54
Camellia Basic	110	\$249,480.00	\$129,720.31	\$119,759.69
Camellia Basic TK/K	20	\$72,000.00		\$72,000.00
Caroline Wenzel	83	\$188,244.00	\$129,201.43	\$59,042.57
Caroline Wenzel TK/K	10	\$36,000.00		\$36,000.00
Cesar Chavez	83	\$188,244.00	\$129,720.31	\$58,523.69
David Lubin	100	\$226,800.00	\$95,660.95	\$131,139.05
David Lubin TK/K	10	\$36,000.00		\$36,000.00
Earl Warren	93	\$210,924.00	\$129,720.31	\$81,203.69
Earl Warren TK/K	10	\$36,000.00		\$36,000.00
Elder Creek	210	\$476,280.00	\$327,159.82	\$149,120.18
Elder Creek TK/K	10	\$36,000.00		\$36,000.00
Ethel Phillips	83	\$188,244.00	\$129,720.31	\$58,523.69
Ethel Phillips TK/K	20	\$72,000.00		\$72,000.00
Fern Bacon	111	\$251,748.00	\$172,960.41	\$78,787.59
Genevieve Didion	60	\$136,080.00		\$136,080.00
Genevieve Didion TK/K	20	\$72,000.00		\$72,000.00
Golden Empire	100	\$226,800.00	\$129,720.31	\$97,079.69

Golden Empire TK/K	20	\$72,000.00		\$72,000.00
Hubert Bancroft	80	\$181,440.00	\$112,078.35	\$69,361.65
Hubert Bancroft TK/K	20	\$72,000.00		\$72,000.00
John Bidwell	83	\$188,244.00	\$129,720.31	\$58,523.69
John Bidwell TK/K	20	\$72,000.00		\$72,000.00
John Cabrillo	110	\$249,480.00	\$129,720.31	\$119,759.69
John Cabrillo TK/K	20	\$72,000.00		\$72,000.00
Kit Carson	72	\$163,296.00	\$111,622.60	\$51,673.40
Leonardo da Vinci	80	\$181,440.00		\$181,440.00
LDV TK/K	20	\$72,000.00		\$72,000.00
Matsuyama	80	\$181,440.00		\$181,440.00
Martin Luther King, Jr	83	\$188,244.00	\$129,720.31	\$58,523.69
Martin Luther King, Jr. (CCLC)	83	\$188,244.00	\$130,801.23 cclc	\$57,442.77
Nicholas	85	\$192,780.00	\$132,314.72	\$60,465.28
Nicholas TK/K	10	\$36,000.00		\$36,000.00
O.W. Erlewine	83	\$188,244.00	\$129,720.31	\$58,523.69
O.W. Erlewine	10	\$36,000.00		\$36,000.00
Pacific	120	\$272,160.00	\$132,314.72	\$139,845.28
Pacific TK/K	20	\$72,000.00		\$72,000.00
Peter Burnett	101	\$229,068.00	\$157,221.02	\$71,846.98
Peter Burnett	10	\$36,000.00		\$36,000.00
Phoebe Hearst	110	\$249,480.00		\$249,480.00
Phoebe Hearst TK/K	10	\$36,000.00		\$36,000.00
Pony Express	83	\$188,244.00	\$129,720.31	\$58,523.69
Pony Express TK/K	10	\$36,000.00		\$36,000.00
Sequoia	100	\$226,800.00	\$129,720.31	\$97,079.69
Sequoia TK/K	20	\$72,000.00		\$72,000.00
School of Engineering and Sciences	70	\$158,760.00	\$108,965.07	\$49,794.93
Sutterville	70	\$158,760.00		\$158,760.00
Sutterville TK/K	10	\$36,000.00		\$36,000.00
Tahoe	90	\$204,120.00	\$129,720.31	\$74,399.69
Tahoe TK/K	20	\$72,000.00		\$72,000.00
Theodore Judah	83	\$188,244.00	\$129,720.31	\$58,523.69
Theodore Judah TK/K	40	\$144,000.00		\$144,000.00
Washington	140	\$317,520.00	\$129,720.31	\$187,799.69
Washington TK/K	20	\$72,000.00		\$72,000.00
Will C Wood	111	\$251,748.00	\$172,960.41	\$78,787.59

William Land	160	\$362,880.00	\$149,437.80	\$213,442.20
William Land TK/K	50	\$180,000.00		\$180,000.00
Woodbine	83	\$188,244.00	\$129,720.31	\$58,523.69
Woodbine TK/K	10	\$36,000.00		\$36,000.00
Total		\$10,533,780.00	\$4,634,743.45	\$5,899,036.55
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Alice Birney	30	\$35,640.00		\$35,640.00
A.M. Winn	30	\$35,640.00		\$35,640.00
Caroline Wenzel	30	\$35,640.00		\$35,640.00
Cesar Chavez	40	\$47,520.00		\$47,520.00
Earl Warren	20	\$23,760.00		\$23,760.00
Nicholas	30	\$35,640.00		\$35,640.00
Pacific	60	\$71,280.00		\$71,280.00
Pony Express	20	\$23,760.00		\$23,760.00
Peter Burnett	30	\$35,640.00		\$35,640.00
Sutterville	20	\$23,760.00		\$23,760.00
Tahoe	40	\$47,520.00		\$47,520.00
Washington	60	\$71,280.00		\$71,280.00
Woodbine	20	\$23,760.00		\$23,760.00
Total		\$510,840.00		\$510,840.00
High School Programs*	Target Attendance for 180 Days	Amount	21 st Century ASSETS Grant	ELOP
American Legion High	50	\$80,000.00	\$80,000.00	
C.K. McClatchy	250	\$125,000.00	\$125,000.00	
Hiram Johnson	250	\$125,000.00	\$125,000.00	
John F. Kennedy	250	\$125,000.00	\$125,000.00	
Rosemont	250	\$125,000.00	\$125,000.00	
Kit Carson	70	\$100,000.00	\$100,000.00	
Total		\$680,000.00	\$680,000.00	

* Each comprehensive high school must have a full time program manager and five Instructional aides. American Legion and Kit Carson must have a full time program manager and instructional aides (IAs) to support 20 to 1 students to staff ratio. All IAs should be at the site for a minimum of five hours.

Training Amount = 18 hours x 450 employees x \$20 = \$162,000.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Supplemental Grant = \$223,724.40

ASES Core Grant = \$4,503,942.20

21st Century CCLC Grant (4A) = \$168,254.43

21st Century ASSETs (4A) = \$555,000.00
21st Century ASSETs (2A) = \$125,000.00
ELOP for Programming = \$7,743,579.00
ELOP for Training Hours = \$162,000.00
ESSER III Summer Grant = \$53,760.00

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, SCCSC and each of SCCSC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SCCSC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. SCCSC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

ii. SCCSC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. SCCSC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request,

including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by SCCSC; (b) any act by SCCSC exposing the District to liability to others for personal injury or property damage; or (c) SCCSC is adjudged as bankrupt; SCCSC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the SCCSC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs,

damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- I. Use of Facilities. Neither SCCSC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. SCCSC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, SCCSC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to SCCSC prior to the execution of this Agreement. SCCSC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. SCCSC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. SCCSC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. SCCSC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between SCCSC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between SCCSC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties

hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

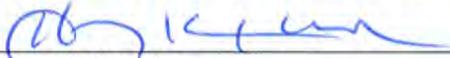
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

By:  Date 5-26-2023
Authorized Signature

Print Name: Henry Kloczkowski

Title: Executive Director and President

Agency's Public Phone Number: 916-442-4228

Email Address: Henry@scsc.org

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. SCCSC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside SCCSC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. SCCSC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming SCCSC regarding District expectations.

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, SCCSC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, SCCSC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
YMCA of Superior California

The Sacramento City Unified School District (“District” or “SCUSD”) and the YMCA of Superior California (“YMCA” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain summer programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage YMCA of Superior California to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All YMCA employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. YMCA shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District

shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay YMCA for direct services not to exceed \$522,808.00 (which includes 18 hours of training for 14 YMCA Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Rate Elementary/K-8: \$32 per day for 28 days (8:00 a.m. to 5:00 p.m.) for 80 students = \$71,680
- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023

School Name/Program	Total Contract Amount	Amount From 21 st CCLC Grant	Amount from ELOP (Expanded Learning Opportunities Program)
Leataata Floyd	\$71,680.00	\$38,929.00	\$32,751.00
YMCA Camp	\$19,200.00		\$19,200.00
Grand Total	\$90,880.00	\$38,929.00	\$51,951.00

*The contractor will run a summer enrichment camp for 30 students from July 31 through August 25 at 2021 W Street, Sacramento 95818.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES/21 st Century Community Learning Centers	ELOP
Leataata Floyd ASES Grant	73	\$165,564.00	\$129,201.00	\$36,363.00
Leataata Floyd 21 st Century Grant	73	\$165,564.00	\$129,763.00	\$35,801.00
Leataata Floyd TK/K	20	\$72,000.00		\$72,000.00
Total		\$403,128.00	\$258,964.00	\$144,164.00
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Leataata Floyd 21 st Century Grant	20	\$23,760.00	\$23,760.00	
Total		\$23,760.00	\$23,760.00	

Training Amount = 18 hours x 14 employees x \$20 = **\$5040.00** included in the total of ELOP grant funds.

Funding Distribution:

- ASES Core Grant = \$129,201.00
- 21st Century CCLC Grant = \$129,763.00
- 21st Century CCLC before School = \$23,760.00
- 21st Century Supplemental Grant = \$38,929.00
- ELOP for Programming = 196,115.00
- ELOP for Training Hours = \$5040.00

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. YMCA further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. YMCA shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by YMCA;

(b) any act by YMCA exposing the District to liability to others for personal injury or property damage; or (c) YMCA is adjudged as bankrupt; YMCA makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the YMCA's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

ii. Accordingly, YMCA agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither YMCA, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. YMCA's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities,

or interfere with other potential users' authorized right to use District property. At all times, YMCA shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to YMCA prior to the execution of this Agreement. YMCA is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. YMCA shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. YMCA waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. YMCA agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between YMCA and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between YMCA and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: Sharna Braucks
Authorized Signature

May 31, 2023
Date

Print Name: Sharna Braucks

Title: President & CEO

Agency's Public Phone Number: _____

Email Address: Sbraucks@ymca-superior-cal.org

Sacramento City Unified School District and YMCA of Superior California:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

YMCA of Superior California shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. YMCA will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly YMCA meetings, monthly YMCA Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside YMCA contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. YMCA will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming YMCA regarding District expectations.

1. YMCA and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. YMCA and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. YMCA will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, YMCA and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, YMCA/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
City of Sacramento - Youth, Parks and Community Enrichment

The Sacramento City Unified School District (“District” or “SCUSD”) and the City of Sacramento - Youth, Parks and Community Enrichment (“CITY OF SAC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento - Youth, Parks and Community Enrichment to develop, maintain and sustain summer programs that offer support services to **Sam Brannan Middle** and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – July 29. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage City of Sacramento - Youth, Parks and Community Enrichment to develop, maintain and sustain programs that offer support services to **Sam Brannan Middle** and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. CITY OF SAC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all

District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay CITY OF SAC for direct services not to exceed **\$206,560.42** to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs 2023

- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include 24 days of programming from June 26 through July 28 with July 4th being off; a total of 18 hours of training, and prep time during the week of June 19, 2023
- The middle school summer program hours are from 8:00 a.m. to 2:30 p.m.

School Name/Program	Total Contract Amount	Amount from ASES Grant	Amount for 21 st CCLC/ESSER III	Amount from ELOP (Expanded Learning Opportunities Program)
Sam Brannan Middle	\$33,600.00		\$33,600.00	
Grand Total	\$33,600.00			

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Sam Brannan Middle	111	\$172,960.42	\$172,960.42	
Total		\$172,960.42		

Funding Distribution:

ASES Core Grant = \$172,960.42

ESSER III Summer Grant = \$33,600.00

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CITY OF SAC and each of CITY OF SAC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CITY OF SAC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. CITY OF SAC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The Letter of Self-Insurance, attached hereto as Attachment 1, fulfills the Contractor's obligations regarding insurance coverage as set forth in Paragraph D of the Services Agreement.

E. Fingerprinting Requirements.

i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CITY OF SAC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

ii. CITY OF SAC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code

§11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. CITY OF SAC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by CITY OF SAC; (b) any act by CITY OF SAC exposing the District to liability to others for personal injury or property damage; or (c) CITY OF SAC is adjudged as bankrupt; CITY OF SAC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the CITY OF SAC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those

facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

- ii. Accordingly, CITY OF SAC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CITY OF SAC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SAC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Use of Facilities. Neither CITY OF SAC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CITY OF SAC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CITY OF SAC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CITY OF SAC prior to the execution of this Agreement. CITY OF SAC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CITY OF SAC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CITY OF SAC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. CITY OF SAC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between CITY OF SAC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SAC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: CITY OF SACRAMENTO - YOUTH, PARKS AND COMMUNITY ENRICHMENT

By: _____
Authorized Signature

_____ Date

Print Name: _____

Title: _____

Agency's Public Phone Number: _____

Email Address: _____

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

City of Sacramento - Youth, Parks and Community Enrichment shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. CITY OF SAC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023

time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designated agency directors' meetings, monthly CITY OF SAC meetings, monthly CITY OF SAC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside CITY OF SAC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. CITY OF SAC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming CITY OF SAC regarding District expectations.

1. CITY OF SAC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. CITY OF SAC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. CITY OF SAC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, CITY OF SAC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, CITY OF SAC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
New Hope Community Development Corporation

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary**; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$278,244.00** (which includes 18 hours of training for 15 NHCDC Expanded Learning employees at the rate of \$20 per employee including agency’s admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Hollywood Park Elementary	73	\$165,564.00	\$129,720.00	\$35,844.00
Hollywood Park TK/K	10	\$36,000.00		\$36,000.00
Total		\$201,564.00	\$129,720.00	\$71,844.00
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
William Land Elementary	60	\$71,280.00		\$71,280.00
Total		\$71,280.00		\$71,280.00

Training Amount = 18 hours x 15 employees x \$20 = \$5,400.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00

ELOP for Training Hours = \$5,400.00

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NHCDC and each of NHCDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, NHCDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. NHCDC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. NHCDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of

the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.
- iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

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- ii. Accordingly, NHCDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by NHCDC

and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- I. Use of Facilities. Neither NHCDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. NHCDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. NHCDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. NHCDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

- N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
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- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

By: *Enoch Yeung* 6/1/2023
Authorized Signature Date

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone Number: 510-541-4238

Email Address: enochy@gmail.com

Sacramento City Unified School District and New Hope Community Development Corporation:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside NHCDC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
 6. In order to support academic achievement, NHCDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on May 15, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain summer programs that offer support services to John Still K-8 and Parkway Elementary, and enrichment activities supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 26 – August 4. The contractor will also provide services at the Phoenix Park Community Center from July 31 to August 25. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to continue and strengthened its work within the Meadowview neighborhood of Sacramento using Freedom School model at John Still K-8 and Parkway Elementary.

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to John Still K-8, Parkway Elementary, Phoenix Park Apartments, Susan B. Anthony and Luther Burbank High, and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities,

- i. RFCEC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions;

Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.

- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay RFCEC for direct services not to exceed **\$1,797,740.38** (which includes 18 hours of training for 40 RFCEC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown Summer Programs (Freedom School) 2023

- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (29) include programming from June 26 through August 4 with July 4th being off.
- Phoenix Park and Parkway Program for TK/K are funded at \$29.32 per student per day and \$29.65 per student per day respectively.
- All programs will run from 8:00 to 5:00 p.m.
- Phoenix Park Community Center program will run from July 31 through August 25.

Description of Freedom School

- The Children's Defense Fund Freedom School program is proudly rooted in the American Civil Rights Movement and the courageous efforts of college-age youth to make a difference in the lives

of young people. Through Collaboration with the Children’s Defense Fund, RFCEC addresses the racial and income-based opportunity gap by engaging students in literacy development, social-emotional development, and providing culturally relevant programming during the critical summer months.

School Name/Program	Total Contract Amount	Amount from ASES Grant	Amount for 21 st CCLC/ESSER III	Amount from ELOP (Expanded Learning Opportunities Program)
John Still K-8 Freedom School	\$202,119.50	\$19,071.43		\$183,048.07
Parkway Elementary Freedom School Grades 1- 6	\$172,929.90			\$172,929.90
Parkway TK/K Summer Program	\$34,397.88			\$34,397.88
Phoenix Park Community Center	\$23,453.10			\$23,453.10
Grand Total	\$432,900.38	\$19,071.43		\$413,828.95

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
John Still K-8	180	\$408,240.00	\$201,495.42	\$206,744.58
John Still K-8 TK/K	20	\$72,000.00		\$72,000.00
Parkway	90	\$204,120.00	\$143,816.58	\$60,303.42
Parkway TK/K	10	\$36,000.00		\$36,000.00
Phoenix Park	40	\$90,720.00		\$90,720.00
Susan B. Anthony	130	\$294,840.00	\$222,600.06	\$72,239.94
Susan B. Anthony TK/K	20	\$72,000.00		\$72,000.00
Total		\$1,177,920.00	\$567,912.06	\$610,007.94
Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Parkway	40	\$47,520.00		\$47,520.00

Total		\$47,520.00		\$47,520.00
Site Name	Target Attendance For 180 Days		21st Century ASSETs Grant	ELOP
Luther Burbank	250	\$125,000.00	\$125,000.00	
Total		\$125,000.00		

- Burbank high school should have one full time program manager and a minimum of four instructional aides. Each instructional aides should be at the site for a minimum of 25 hours per week.

Training Amount = 18 hours x 40 employees x \$20 = **\$14,400.00**

Funding Distribution:

ASES Supplemental Grant = \$19,071.43
 ASES Core Grant = \$567,912.06
 21st Century ASSETs (2A) = \$125,000.00
 ELOP for Programming = \$1,071,356.89
 ELOP for Training Hours = \$14,400.00

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFCEC and each of RFCEC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFCEC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$5,000,000 per occurrence. RFCEC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

ii. RFCEC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

i. The term of this Agreement shall be from May 15, 2023 through June 30, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by RFCEC; (b) any act by RFCEC exposing the District to liability to others for personal injury or property damage; or (c) RFCEC is adjudged as bankrupt; RFCEC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFCEC's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a)

shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

ii. Accordingly, RFCEC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. RFCEC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between RFCEC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By:

Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: ROSE FAMILY CREATIVE EMPOWERMENT CENTER

By: Jackie Rose
Authorized Signature

5/24/2023
Date

Print Name: JACKIE ROSE

Title: CEO

Agency's Public Phone Number: (916) 479-6223

Email Address: jrose@focusonfamily.sacramento.com

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Rose Family Creative Empowerment Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. RFCEC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
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7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly RFCEC meetings, monthly RFCEC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside RFCEC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. RFCEC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night *etc.*
26. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming RFCEC regarding District expectations.

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, RFCEC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2020-2021-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2023-2024

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

<u>I. GENERAL PROVISIONS</u>	<u>Page</u>
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4
<u>II. ADMINISTRATION OF CONTRACT</u>	
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10
<u>III. EDUCATIONAL PROGRAM</u>	
21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
 - \$3,000,000 per occurrence
 - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to

ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;

4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education

or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA

with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Verde Design Inc.

**John F. Kennedy Softball and Baseball Field
Improvements (2023) Project**

Dated: May 8, 2023

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services.....	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract.....	12
Article 10	Indemnity / Architect Liability.....	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	15
Article 13	Liability of District.....	16
Article 14	Nondiscrimination.....	16
Article 15	Insurance.....	17
Article 16	Covenant against Contingent Fees.....	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	17
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution.....	18
Article 21	Tolling of Claims.....	18
Article 22	Attorneys' Fees.....	19
Article 23	Severability.....	19
Article 24	Employment Status.....	19
Article 25	Certificate of Architect.....	20
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	21
Article 28	Disabled Veteran Business Enterprise Participation.....	21
Article 29	District's Right to Audit.....	22
Article 30	Other Provisions.....	22
Article 31	Exhibits "A" through "H".....	23

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 18, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Verde Design Inc. ("Architect") (collectively "Parties"), for the following project ("Project"):

John F. Kennedy Softball and Baseball Field Improvements project located at 6715 Gloria Drive,
Sacramento CA 95831

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s John F. Kennedy Softball / Baseball Field Improvements Project at 6715 Gloria Drive, Sacramento CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

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:	Mark Baginski
Senior Project Manager:	Chris Sullivan
Project Designer:	Heather Mazzanti
Project Designer:	Jonathan Chavarria
Project Designer:	Robert Ng

Major Consultants:

Electrical: American Consulting Electrical Engineers

Geotechnical: UES

Structural: Ahern Knox and Hyde

Accessibility: Access Compliance

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Four Hundred Twenty-Two Thousand Four Hundred Seventy-Five Dollars (\$422,475) based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$21,123.75. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens, Contracts
EMAIL: tina-alvarez-bevens@scusd.edu

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Architect:

Verde Design Inc.
2455 The Alameda, Suite 200
Santa Clara, A 95050
ATTN: Mark Baginski
EMAIL:
mark@verdedesigninc.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. RESERVED

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 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

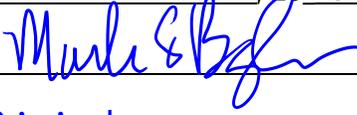
Date: _____, 20____

By: Rose Ramos

Title: CBO

VERDE DESIGN INC

Date: 5.30, 2023

By: 

Title: Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	23
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	24
I.	CLOSE OUT PHASE	28
J.	MEETINGS / SITE VISITS / WORKSHOPS	Error! Bookmark not defined.

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: John F. Kennedy Softball and Baseball Field Improvements

Construction Cost Budget: \$5,000,000

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.

High Performance Schools. If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$265
Project Manager/Construction Manager:	
Level Four	\$250
Level Three	\$230

Level Two	\$185
Level One	\$170
Project Engineer: Level Two	\$190
Level One	\$175
IT Manager:	\$185
CAD Manager:	\$180
Project Designer:	\$165
Job Captain/Staff Engineer / Construction Administrator:	\$155
Draftsperson Level II:	\$150
Draftsperson Level I:	\$145
Project Administrator:	\$90
Intern:	\$80

- 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
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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 Construction Documents Phase within **180 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. Project Start-up/Schematic Design **20 calendar days**
 - 2. 50% Submittal Package **30 calendar days**
 - 3. 100% Submittal Package **40 calendar days**
 - 4. Final Contract Documents after Final Back-Check Stage **180 calendar days**

- C. The durations stated above include the review periods of **10 calendar days** required by the District.

- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>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%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- 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 sub consultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "F"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: 0525-470 John F. Kennedy Softball and Baseball Field Improvements between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Consultant") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
CORE WEST, INC.**

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 22ND day of June 2023 ("Effective Date") by and between the Sacramento City Unified School District ("District") and CORE West, Inc. ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated January 19, 2023, pertaining to the Nicholas Elementary School New Construction & Modernization ("Project") at Nicholas Elementary School, located at 6601 Steiner Drive Sacramento, CA 95823, ("Project Site"); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Table of Contents** is amended to include Item 50, Exhibit J – Contract Forms.

2. **Page 11, SubParagraph 10.1.3.2.7** is amended to read: "Close-out documentation (not less than 1%)", is hereby approved by the District.

3. **Page 11, SubParagraph 10.1.3.2.13** is amended to read: "Owner and Maintenance Manuals (not less than 1%)" is hereby approved by the District.

4. **Page 11, SubParagraph 10.1.3.2.14** is amended to read: "Punchlist and District acceptance (not less than 1%)" is hereby approved by the District.

5. **Page 15, SubParagraph 11.1.2 "Contract Time/Construction Schedule "** is amended to read: "It is hereby understood and agreed that the Contract Time for this Project shall be Seven Hundred Seventy (770) calendar days for construction, and be Seven Hundred Ninety-Seven (797) calendar days for close-out, commencing with the Notice to Proceed for Bid Package 1 construction phase and ending with completion of the construction work which will occur no later than July 31, 2025 and close-out August 27, 2025 ("Contract Time"). The Construction Schedule must be accepted by the District."

6. **Exhibit C (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease** is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment "1" hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

7. **Exhibit C, Section 3 “Tenant Improvement Payments”** is amended to read: “Prior to the District’s taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including Exhibit C and Exhibit D, less the Loan Amount for the Lease Payments (“Tenant Improvement Payments”). The District shall withhold a amount equal to the Loan Amount as indicated in Attachment 3 to Exhibit C from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer’s Schedule of Values (Exhibit G to the Facilities Lease) and pursuant to the provisions in Exhibit D to the Facilities Lease, including withholding for or escrow of retention/lease payment of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.” And is hereby approved by the District.

8. **The Construction Schedule**, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

9. **The Schedule of Values**, which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

10. **Exhibit D-1, Special Conditions, Appendix C Geological Hazards and Geotechnical Engineering Report-GHZ Report** dated February 28, 2023 is struck and replaced with updated Geological Hazards and Geotechnical Engineering Report dated December 16, 2022 which is attached hereto as **Attachment “4”** and hereby approved by the District.

11. **Exhibit I, Division. 01s.** is struck and replaced with Amended Exhibit I, Division 01s and which is attached hereto as **Attachment “5”** and is hereby approved by the District.

12. **Exhibit J, Contract Forms** which is attached hereto as **Attachment “6”** and incorporated herein by this reference, hereby added as Exhibit J, Contract Forms and is hereby approved by the District.

13. **Bid Package 1 Demo Drawing Sheets**, which is attached hereto as **Attachment “7”** and incorporated herein by this reference is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Plan Sheet GO.10.0. Actual Plan Set is 14 Total Pages).

14. **Bid Package 1 Volume 2, Project Manual** which is attached hereto as **Attachment “8”** and incorporated herein by this reference, is hereby approved by the District and is hereby added to the Facilities Lease. (Represented here by Bid Package 1 Volume 2 Project Manual Cover Sheets and Table Contents. Actual Project Manual is 33 Pages.).

15. **Asbestos Requirement Specification, Requirements for Disturbance of Lean in Construction Specification, and Other Hazardous Materials Specification**, which are attached hereto as **Attachment “9”** and incorporated herein by this reference is hereby approved by the District and is hereby added to

the Facilities Lease. (Represented here by the First Page and Table of Contents of each specification section. Asbestos Requirement Specification total pages is 66. Lead in Construction Specifications total pages is 41. Other Hazardous Materials Specification total pages is 7.).

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2023

Dated: 6/15/2023 | 12:19 PM CDT
_____, 20__

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CORE WEST, INC.

By: _____

By:  _____

Name: Rose Ramos

Name: Seth Maurer

Title: CBO

Title: President

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not

customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 This section intentionally blank.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
TBD	
Total Allowance Amount	TBD

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Three Point One Five percent (3.15%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One Point Five percent (1.5%) of the Cost of the Work for insurance and Point Six Eight percent (.68%) of the Cost of the Work for payment and performance bonds.

2.1.9 Owner Contingency and Developer Contingency

2.1.9.1 The Guaranteed Maximum Price includes Owner and Developer Contingencies of \$37,582.00 percent (3.0%) for the Owner Contingency and \$37,582.00 percent (3.0%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

2.1.9.2 Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingencies shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District

and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention/lease payment of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be

served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to

the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

EXHIBIT C - ATTACHMENT

APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		\$5,940		
2	Project Manager		\$81,400		
3	Project Superintendent		\$191,620		
4	Project Engineer		\$51,480		
5	Home Office Engineer		\$14,300		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		\$8,580		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		\$8,580		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		\$4,543		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for	X			
8	Light Bulbs & Misc. Supplies for	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		\$32,384		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		\$500		
17	Fire Fighting Equipment		\$673		
18	Security Guards		X		
19	Watchman Service		X		
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
1	Erect & Dismantle Crane	X			
1	Fuel, Repairs, Maintenance	X			
1	Crane Raising/Jumping Costs	X			
1	Safety Inspections	X			
1	Forklift Rental	X			
1	Forklift Operator	X			
1	Forklift Safety Inspections	X			
1	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			\$400,000 Total \$80,000 / Month		



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP BP#1 Abatement & Demo
 Prepared on: May 26, 2023

#	Description		Base Price
GENERAL			\$345,363
GEN1	Temporary Facilities		\$187,185
GEN3	Temporary Utilities		\$158,178
DEMOLITION / OFF-SITE INFRASTRUCTURE			\$692,000
3	Selective Demolition & Hazardous Material Remediation		\$692,000
SITE WORK (ROUGH)			\$50,895
7	Survey & Staking		\$25,000
10	Qualified SWPPP Practitioner (QSP)		\$25,895
SITE WORK (FINISH)			\$0
STRUCTURE			\$0
ENCLOSURE			\$0
INTERIOR FINISHES			\$0
SPECIALTIES			\$0
EQUIPMENT			\$0
MEP SYSTEMS			\$164,465
103	Misc. Electrical		\$164,465

Construction Subtotal (Direct Costs)		\$1,252,723
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CONTINGENCIES & ALLOWANCES		SUB TOTAL
3.0%	Contractor Construction Contingency	\$37,582
3.0%	Owner Contingency	\$37,582

Construction Subtotal w/ Contingency		\$1,327,887
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RATE	GENERAL CONDITIONS	SUB TOTAL
LS	General Conditions	\$400,000

Construction Subtotal w/ General Conditions		\$1,727,887
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RATE	INSURANCE & BONDS	SUB TOTAL
1.50%	Project Insurance	\$27,666
1.50%	Subcontractor Default Insurance	\$19,919
0.68%	Payment and Performance Bond	\$12,542

Construction Subtotal w/ Insurance & Bonds		\$1,788,014
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RATE	DEVELOPER'S FEE	SUB TOTAL
3.15%	Lease-Lease-Back Fee	\$56,323

Total - Construction Costs		\$1,844,337
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Total Base Price

Total - Construction Costs Incl. Owner Contingency	\$1,844,337
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SCUSD Nicholas ES Modernization and New Construction
Awarded Subcontractors

#	Description	Awarded Subcontractor
	DEMOLITION / OFF-SITE INFRASTRUCTURE	
3	Selective Demolition & Hazardous Material Remediation	WC Maloney/PALS
	MEP SYSTEMS	
103	Electrical & Low Voltage Systems	Sac Valley Electric



Selective Demolition & Hazardous Material Remediation

Nicholas Elementary School <i>New Construction & Modernization</i>	.Cal Inc	WC Maloney/PALS	Central Valley Environmental	& Demolition Services Grading Inc	JM Environmental, Inc	PARC Environmental	GGG
	Rene Vargas	Rob Kay	Greg Paul	Sarah Meyer	Jason Sagil	Mike Stoeckle	Rohan Desai
	707 689 7562	209 942 1129	559 978 1053	209 456 9741	916 870 0686	559 233 7156	714 912 1369
	desparza@cal-in.com	rob@wcmaloney.com	gregp@cvecorp.com	smeyer@dsqi.co	jsagil@jmenv.com	mstoeckle@parcenvironmental.com	rohan@ggdemo.com
	INCOMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	INCOMPLETE	COMPLETE

BASE PRICE TOTAL	INCOMPLETE	\$692,000	\$694,337	\$700,399	\$927,521	INCOMPLETE	\$1,294,500
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BASE BID

Best Value Scoring								
Base Bid Price - 50%	45	40	38	Not Shortlisted	Not Shortlisted	Not Shortlisted (Abatement Only)	Not Shortlisted	
Completeness of Bid - 25%	10	20	22					
Schedule Compliance - Pass/Fail	Fail	Pass	Pass					
Interview - 25%	10	25	23					
Total	65	85	83					
Base Bid	\$458,134	\$626,000	\$642,387	\$700,399	\$927,521	\$285,000	\$1,294,500	
Temporary Tree Protection Measures	O	√ \$7,500	√ \$20,850					
BMP Install, (Waddles, Rock Entrances, inlets)	O	√ \$50,000	√ \$8,750					
Underground utility demo	O	√	√					
Backfill & Compaction	O	√	√ \$18,850					
Cut and cap of underground utilities	O	√ \$5,000	√					
Hazmat and Demo of MPR Bldg	O	√	√					
Freon Retention	O	√ \$3,500	√ \$3,500					
Subcontract Compliance/Adherence	O	√	√					



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demo & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: W.C. Maloney, LLC

Address: PO Box 30326 Stockton CA 95213
Mailing Address City State Zip

4020 Newton Rd Stockton CA 95205
Physical Address (If Different) City State Zip

Telephone: 209-351-1716 Fax: 209-942-2579

Contact Name: Rob Kay Email: rob@wcmaloney.com

State Contractor's Board No. 718243 Class Type: A, C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE - see Attached Quote

Base ("Bid") Proposal: 626,000.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six hundred & Twenty Six Thousand dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$12,520.00

Words: Twelve thousand and Five hundred and Twenty dollars.

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

No. _____ Date: _____

CLARIFICATIONS

No. 1 Date: 4/11/23

No. 2 Date: 4/29/23

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658

Name: Asta Scope of Work: Temp Water Work CSCB No.: 247178

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 -

Description: Install 2-3" Taps off of Irrigation line & install hydrant

Add / Deduct (Circle One) (\$ 25,000.00)

Words: Twenty Five thousand dollars.



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/25, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: W.C. Maloney, LLC

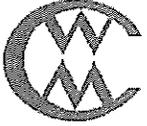
By: (Signature): [Handwritten Signature]

(Typed Name): W. Curtis Maloney

As Its: (Position/Title): CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



W. C. MALONEY, LLC
 PO BOX 30326
 STOCKTON, CA 95213-0326
 (209) 942-1129 Fax: (209) 942-2579

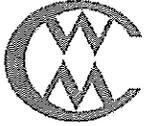
QUOTE

Quote #: 88493
 Date entered: 04/27/23
 Bid Date: / /

CUSTOMER INFORMATION	
Estimating Department	<u>Cust #</u> 000244
Fax:	
Ordered By:	
Salesman:	Rob Kay

JOB SITE INFORMATION
Nicholas ES 6601 Steiner Dr Sacramento, CA Foreman:

Item / Desc	Details	Qty	Unit Price	Extended
<p>WE ARE BIDDING ON THE FOLLOWING ITEMS: Page 1 of 2 Items not expressly included in this proposal shall be deemed excluded from subcontractors scope of work. Changes or deletions to this quote, bid item list or terms and conditions, must be done PRIOR to bid time only.</p> <p>**Remove and Dispose of items listed in demo notes 1-4, 6-23 as shown on sheets C1.1 to C1.3 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of items listed in demo notes 41-44, 46, 47 as shown on sheets C1.4 to C1.6 (Demo from back of sidewalk into the property only)</p> <p>**Remove and Dispose of asbestos containing items as shown in the haz mat surveys</p> <p>**Scrape and encapsulate loose and flakey lead paint</p> <p>**Remove and Dispose of Refrigerant from AC units</p> <p>**Remove and Dispose of lights and ballasts</p> <p>Price - \$626,000.00</p> <p>***INCLUDED*** Dust Control Removal & Disposal Of Fluorescent Light Tubes & Ballasts Move-ins (1) Add for Each Extra Mobilization (\$3,500.00) Saw Cutting Asphalt Removal Is Assumed Free Of Petromat</p> <p>***EXCLUSIONS*** Permits Air Quality Demolition Release Fees Asbestos Survey Potholing of underground utilities Utilities Protection, Shoring/Bracing, Disconnect/Safe Off or Capping WCM will contact USA and obtain a ticket # for our work area. Any locating of utilities that falls outside of USA jurisdiction, will be the G.C./Owners responsibility to identify and layout. Base Rock Removal Traffic Control (Auto/Pedestrian)</p>				



W. C. MALONEY, LLC
PO BOX 30326
STOCKTON, CA 95213-0326
(209) 942-1129 Fax: (209) 942-2579

QUOTE

Quote #: 88493
Date entered: 04/27/23
Bid Date: / /

Barricades (Auto/Pedestrian)

Page 2 of 2

Temporary Fencing

Site Security

Any Unforseen Objects Below Grade Unless Noted in Quote.

Temporary Shoring or Bracing

De-Watering

Backfill and Compaction

Installation And Maintenance Of (S.W.P.P.P.)

Street Sweeping

Protective Covering

Stripping of Grass

Relocate/Salvage i.e. Saving or Salvaging for Relocation or Reuse on Project or Owners Reuse

Excavation For Our Removal Only

Tree Removal Includes Root Picking During Clearing Operation Only. However More Root Picking Will be Needed During Grading Operation (NOT INCLUDED).

Performance & Payment Bond

REQUIREMENTS

Layout Of Work, i.e. Specific Markings In Paint Identifying Exact Removal Limits

Lane Closures

Access to Work Areas

Work to be Performed During Normal Hours.

Retention Due Upon Completion of Sub-Contract

All Salvage Material Becomes Property of W.C. Maloney Inc.

-AN ASBESTOS SURVEY WILL BE REQUIRED PRIOR TO DEMOLITION (NOT INCLUDED IN PRICE) PLEASE ALLOW FOR A 10 WORKING DAY NOTIFICATION IN YOUR SCHEDULE TO AIR QUALITY CONTROL PRIOR TO ANY DEMOLITION

-WE REQUIRE A COPY OF THE DEMOLITION PERMIT FOR OUR RECORDS, PRIOR TO STARTING ANY WORK.

W.C. MALONEY'S INDEMNITY OBLIGATIONS AND OTHER PAYMENT OBLIGATIONS UNDER THIS SUBCONTRACT ARE EXPRESSLY LIMITED TO AND SHALL NOT EXCEED OBLIGATIONS, LOSSES, DAMAGES, ETC., COVERED BY AND ACTUALLY PAID BY W.C.MALONEY'S INSURANCE AS REQUIRED IN THIS SUBCONTRACT.

-THIS QUOTE REPRESENTS MY FULL SCOPE OF WORK AND SHALL BE MADE PART OF THE SUBCONTRACT ALONG WITH THE "W.C. MALONEY TERMS AND CONDITIONS".

Contractors License #718243 Class A & C-21

D.I.R. #1000868882

We Are Signatory To The Laborers & Operating Engineers Unions.

Bond Rate 2% Premium Not Included

Jamie Kale

From: Rob Kay <rob@wcmaloney.com>
Sent: Friday, May 5, 2023 9:23 AM
To: Jamie Kale
Subject: Nicholas ES

See below for adds

Tree protection per sheet L0.10 - \$7,500.00

BMPs and SWPP plan (excludes inspections) includes 2 Temp rock entrances, straw waddles in locations shown on swppp plan, protecting storm drain boxes, etc - \$50,000.00

Added cost for unforeseen classroom contents – Base bid included 2 dumpsters of misc classroom contents – Add \$1500.00 per dumpster beyond two

Added cost for district to keep freon - \$3,500.00 (this is the cost to buy the containers and give to the district)

Pipe per FT for underground tsi pipe removal - \$60.00/LF (100 LF minimum)

Cost to cut and cap water, sewer, and storm drain - \$5,000.00

Rob Kay, P.E.

Estimator/Project Manager/Engineer

O: 209.942.2579

M: 209.351.1716



rob@wcmaloney.com

We make the future possible

PROPOSAL FOR CONTRACTING SERVICES



Client : Core Construction
Client Address: 11601 Blocker Dr. Ste 215
City, State & Zip: Auburn, CA 95603
Client Contact : Jamie Kale
Client Phone: (323) 369-9940
Client Email or Fax: jamiekale@coreconstruction.com

Project Ref Name : Core Construction-SCUSD Nicholas ES
Site Address: 6601 Steiner dr
City, State, Zip: Sacramento
County: Sacramento
Bid Type: Lump sum
Mobilization: 10%
Client Provided Permits: DEMO Permit

Job #: 32608
Job Type: 01-02 Combination
DIR Determination N/A
Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
BID Expiration: 5/27/2023
Wage Type : Union - Combo

Bid Position: Subcontractor
CAL INC PM: Brandee Rakowski
CAL INC PM PH#: Brandee Rakowski 707-724-4021
CAL INC PM Email: brakowski@cal-inc.com
CAL INC Estimator: David Esparza
CAL INC Estimator PH#: David Esparza 707-689-7562
CAL INC Estimator Email: desparza@cal-inc.com
CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 4/27/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any changes to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, C1.3, C1.4, C1.5 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.).

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

458,134

Permitting Required

Page 1 of 4

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK _____

SUBCONTRACTOR

Subcontractor's Firm Name: CAL INC

Address: 2040 Peabody Road Vacaville, CA 95687
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 707-446-7996 Fax: 707-446-4906

Contact Name: Tina Vargas Email: tvargas@cal-inc.com

State Contractor's Board No. 657754 Class Type: A, ASB, B, C13, C21, C22, C33, C39, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$458,134

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Four hundred and fifty eight thousand, one hundred and thirty four dollars even.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 4% P&P Bond Value: _____

Words: Bond not added to bid. Can provide upon request

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA		CLARIFICATIONS	
No. <u>N/A</u>	Date: _____	No. <u>1</u>	Date: <u>4/11/23</u>
No. _____	Date: _____	No. <u>2</u>	Date: <u>4/24/23</u>
No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

- Name: N/A Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

0 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: _____

By: (Signature):  _____

(Typed Name): David Esparza _____

As Its: (Position/Title): President _____

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.

*Includes: Labor, materials, equipment, and disposal costs.

*Includes the Following Insurance:

>General Liability = \$6M occurrence/\$7M aggregate

>Auto = \$1M

>WC = \$6M

>Professional liability = \$6M occurrence/\$7M aggregate

>Pollution liability = \$6M occurrence/\$7M aggregate

*If additional insurance coverage is needed outside our normal limits a change order may apply.

*Includes CAL/OSHA Notification

*Assumes Water and power are available or provided on site.

*Excludes anything not called out in scope of work.

*Excludes Perimeter Monitoring and/or Clearance Sampling.

*Excludes moving of any items prior to commencement of work.

*Excludes Patch, repair, or any new work.

*Excludes Bonds & Builders Risk Insurance.

*Excludes Permits, Excludes Shoring

*Excludes anything not called out in scope of work.

*Excludes PLA or any other union agreement outside our local 67 union agreement.

*Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.

*Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.

*This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.

*Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided

*Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.

*Once job commences, CAL INC will bill for the mobilization & permit fees

*CAL INC will provide weekly progress billings

***If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:**

> For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site

> Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.

> Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining.Paint cans with left over paint will be left on site

> Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.

>For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.

>For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.

> For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.

> Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

Description	Amount
Building Demo & Disposal	\$ 118,646
Concrete & Base Demolition & Disposal	\$ 65,281
Fencing Demolition & Disposal	\$ 11,599
Trees Removal & Disposal	\$ 35,870
Site and Utility Demo & Disposal	\$ 27,283
Asbestos Abatement per Survey & Disposal	\$ 78,485
Lead Paint Stabilization & Disposal	\$ 13,723
Asphalt Demolition & Disposal	\$ 107,247
TOTAL ESTIMATED PROJECT COST	\$ 458,134

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.
- 6 Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
 - a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;

- b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.

- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29 Service Of Notice Of Arbitration:** The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays:** Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work:** CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$77.11, overtime at \$101.50, and double time at \$130.28 per hou, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

David Esparza

Estimator Print Name



Estimator Signature

CAL INC

Project Manager PH : Brandee Rakowski 707-724-4021

Project Manager Email: brakowski@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Brandee Rakowski

Project Manager

Project Manager Signature

32608

Job #

Accepted By Authorized Representative of Above Client/Company

Print Name

(Signature)

Address

Contractors License #:

Date of signature

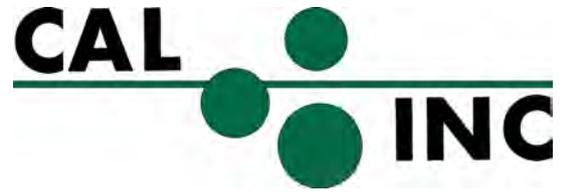
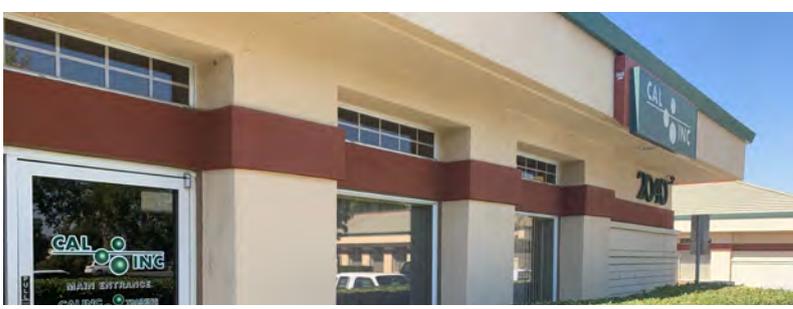
PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

\$ 458,133.81

Contract Value



EST. 1979

CAPABILITIES STATEMENT

CAL INC / CALINC Training, LLC.

CAL INC - CSLB License No. 657754

- A, B, C-13, C-21, C-22, C-33, C-39, ASB, HAZ

CAL INC - DOSH Registration No. 482

CALINC - EPA Lead-Safe Firm No. NAT-19569-2

CAL INC - SSPC Member ID No. 67930

- The Society for Protective Coatings
- Protective Coatings Inspector - Level 1 & 2 Certification

CAL INC - Minority Business Enterprise (MBE) Certified

CAL INC - Golden Shovel Certified

- PG&E Contractor Safety Program
- ISN Participation for Safety

CAL INC - Signatory to Local 67 Laborers Union

- Abatement Laborers Only

Service Areas

- Central and Northern California
- Select Projects in Southern California
- Call for a free estimate today! 707-446-7996

Types of Jobs We Work on:

Schools, Bridges, National Parks, Federal Government & Military Sites, Homeless Encampments, Private and Commercial Office Buildings, Residential Homes and Apartment Complexes, Manufacturing Plants and Facilities, etc.



TRAINING



ABATEMENT

ENVIRONMENTAL REMEDIATION

- Asbestos Removal, Lead Paint, Stabilization
- Fire Debris Removal/Clean-up
- Pre-Demo Abatement, DOSH Demo
- Mold Remediation
- Hazardous Waste Disposal & Transportation

ENVIRONMENTAL & SAFETY TRAINING

- Asbestos, Lead, HAZWOPER, OSHA,
- Confined Space, Mold & More!
- On-Site & Open Enrollment
- Virtual Training

ENVIRONMENTAL CONSULTING

- Asbestos Testing
- Lead Testing
- Mold Testing
- Storm Water (SWPPP) Compliance
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Clearance & Abatement Oversight/Monitoring

COMMERCIAL & INDUSTRIAL COATINGS

- Industrial Buildings
- Factories & Warehouses
- Pre-Fab Buildings Metal Walls & Roofs

CONTACT:

David Esparza, CEO
707.446.7996
desparza@cal-inc.com

PROPOSAL FOR CONTRACTING SERVICES



Client : Core Construction
 Client Address: 11601 Blocker Dr. Ste 215
 City, State & Zip: Auburn, CA 95603
 Client Contact : Jamie Kale
 Client Phone: (323) 369-9940
 Client Email or Fax: jamiakale@coreconstruction.com

Job #: 32608
 Job Type: 01-02 Combination
 DIR Determination N/A
 Certified/SAD 140/ Davis Bacon: CERTIFIED & DAS 140- Prevailing
 BID Expiration: 6/4/2023
 Wage Type : 0

Core Construction-SCUSD Nicholas
 Project Ref Name : ES Modernization
 Site Address: 6601 Steiner dr
 City, State, Zip: Sacramento
 County: Sacramento
 Bid Type: Lump sum
 Mobilization: 10%
 Client Provided
 Permits: DEMO Permit

Bid Position: Subcontractor
 CAL INC PM: Brandee Rakowski
 CAL INC PM PH#: Brandee Rakowski 707-724-4021
 CAL INC PM Email: brakowski@cal-inc.com
 CAL INC Estimator: David Esparza
 CAL INC Estimator PH#: David Esparza 707-689-7562
 CAL INC Estimator Email: desparza@cal-inc.com
 CAL INC Permits Required: AQMD- Asbestos

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Core Construction

Date: 5/5/2023

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any changes to the scope or terms and conditions may result in price modifications.

GENERAL SCOPE OF WORK

CAL INC to provide labor, equipment, and materials to remove and dispose of items as identified on plan sheets: C1.1, C1.2, and C1.3 (no other plans included). All disposal will be per regulations. Any recyclable material will be recycled. All disposal and recycling slips to be submitted. All services at the site to be disconnected prior to demolition (electrical, data, water, etc.). Bid no longer includes C1.4, C1.5, C1.6 and homework items.

Bid includes demolition of items. No new fill or prep work for new work included in bid.

CAL INC will transport and dispose/recycle materials per regulations. All materials in bins or trucks will become the property of CAL INC and we are responsible for the disposing and/or recycling materials as well as all costs and values associated with these materials.

Project Specific Inclusions, Assumptions, Exclusions:

1. Bid includes hazardous materials.
2. Bid limited to work identified on specific plan sheets or documents as noted in this proposal (does not include work on other plan sheets or documents not referenced in proposal).
3. Bid assumes one mobilization.
4. Bid does not include demolition or city/ county permits.
5. All protected items by others.

CAL INC Acknowledges (2) Bid Clarifications.

GENERAL DETAIL FOR SCOPE OF WORK

- *CAL INC is also a licensed hazardous waste hauler.
- *No other work on any other plan sheet or documents are included in this bid.
- *No patch, repair, relocation or new work included in bid.
- *Bid does not include shoring, or engineering services.
- *Bid based on M-F normal business hours.
- *Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

- * If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- *CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Term "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Price Detail on page 2

\$

553,301

Permitting Required

Air Quality permits Required

AQMD- Asbestos

Other permits Required DEMO Permit

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.
 *Includes: Labor, materials, equipment, and disposal costs.
 *Includes the Following Insurance:
 >General Liability = \$6M occurrence/\$7M aggregate
 >Auto = \$1M
 >WC = \$6M
 >Professional liability = \$6M occurrence/\$7M aggregate
 >Pollution liability = \$6M occurrence/\$7M aggregate
 *If additional insurance coverage is needed outside our normal limits a change order may apply.
 *Includes CAL/OSHA Notification
 *Assumes Water and power are available or provided on site.
 *Excludes anything not called out in scope of work.
 *Excludes Perimeter Monitoring and/or Clearance Sampling.
 *Excludes moving of any items prior to commencement of work.
 *Excludes Patch, repair, or any new work.
 *Excludes Bonds & Builders Risk Insurance.
 *Excludes Permits, Excludes Shoring
 *Excludes anything not called out in scope of work.
 *Excludes PLA or any other union agreement outside our local 67 union agreement.
 *Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.
 *Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.
 *This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.
 *Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided
 *Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.
 *Once job commences, CAL INC will bill for the mobilization & permit fees
 *CAL INC will provide weekly progress billings
 *If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:
 > For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
 > Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.
 > Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
 > Cont. Paint Work-: CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.
 >For Concrete Slabs -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.
 >For Concrete Footings-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.
 > For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.
 > Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

Description	Amount
C1.1	\$ 203,516
c1.1 asphalt	\$ 34,482
c1.1 concrete	\$ 18,439
C1.1 Site work	\$ 40,654
C1.2 Asphalt	\$ 22,810
C1.2 concrete	\$ 4,314
C1.2 site work	\$ 29,469
C1.3 Asphalt	\$ 6,616
C1.3 Building	\$ 63,666
C1.3 Site work	\$ 38,474
Asbestos	\$ 77,880
Lead	\$ 12,980
TOTAL ESTIMATED PROJECT COST	\$ 553,301

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
- 5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.

- 6 Price:** The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
- a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
 - b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
- 7 Loss or Damage to Materials or Equipment:** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
- 8 Extra or Additional Materials, Equipment or Services:** CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
- 9 Payment:** Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
- 10 Default and Termination:** Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.
- 11 Entire Agreement:** This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract
- 12 Waiver of Consequential Damages, Liquidated Damages:** Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
- 13 Notice:** Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
- 14 Waiver of Subrogation:** To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
- 15 Claims:** All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
- 16 Emergencies:** In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
- 17 Technical Information:** Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:
- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - c) Assembly drawings will be charged out at \$55.00 per hour.
 - d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
- 18 Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - b) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - c) Damage to material or equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.

- 19 Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.
- 22 Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.
- 29 Service Of Notice Of Arbitration:** The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays:** Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work:** CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$77.11, overtime at \$101.50, and double time at \$130.28 per hou, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

Accepted By Authorized Representative of Above Client/Company

David Esparza

Estimator Print Name



Estimator Signature

CAL INC

Project Manager PH : Brandee Rakowski 707-724-4021

Project Manager Email: brakowski@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Brandee Rakowski

Project Manager

Project Manager Signature

32608

Job #

Print Name

(Signature)

Address

Contractors License #:

Date of signature

PO# if applicable

0

DIR WAGE Determination for all Prevailing wage work

Page 4 of 4

\$ 553,300.94

Contract Value



CENTRAL VALLEY ENVIRONMENTAL

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CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

April 27, 2023

Core Construction

Central Valley Environmental is pleased to provide the following proposal to furnish supervision, labor, and materials to perform the following scope of work at:

Nicholas Elementary School
6601 Steiner Dr
Sacramento, CA 95823

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.

Hazardous Material Remediation

Admin/MPR/Kindergarten

31. Mobilization of Crew and equipment.
32. Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.
33. Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.
34. Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.
35. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.
36. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.
37. Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.

NAL Building 2 Rooms 3-7

38. Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.
39. Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.

NAL Building 2 Rooms 8-12

40. Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.
41. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.
42. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees



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DIR Reg#100001553**

PROPOSAL – CVE # 23392- GP

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

Total	\$642,387.00
Add/Alt (backfill/compaction):	\$18,850.00

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.



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PROPOSAL – CVE # 23392- GP

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____



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PROPOSAL – CVE # 23392- GP

DATE: _____

**** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com**

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com

You may also call 559-222-1122 with any questions or concerns.

Project Name _____

• What type of project is this? (circle one) Private Public Federal

If a public or federal project, is there a payment bond? (Circle one) Yes No

If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____



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PROPOSAL – CVE # 23392- GP

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.

Owner's Name:

Contact Name (First & Last) _____

Owner's mailing address: _____

Owner's Telephone _____

Owner's Tax ID Number: _____

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)



CENTRAL VALLEY ENVIRONMENTAL

Corporate Office- 4263 N Selland Ave- Fresno, CA 93722- Ph: (559) 222-1122- FAX: (559) 222-1174
North Bay-135 Utility Court, Suite A- Rohnert Park, CA 94928- Ph: (707) 584-1900 -FAX: (707) 584-1911
San Diego-5575 Magnatron Blvd, Suite G, San Diego, CA. 92111-Ph: (619) 838-4035

CONTRACTOR'S LICENSE #: 913083 A, B, C-21, C-22, ASB, C-39, HAZ CAL-OSHA DOSH Reg#938
DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Selective Demo and Hazardous Material
Remediation

SUBCONTRACTOR

Subcontractor's Firm Name: CVE Contracting Group Inc. DBA Central Valley Environmental

Address: 4263 N Selland Fresno, CA 93722
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 559-978-1053 Fax: 559-222-1174

Contact Name: Greg Paul Email: GREGP@CVECORP.COM

State Contractor's Board No. 913083 Class Type: A,B,C22,C21,C39

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$642,387.00
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1%-.85% P&P Bond Value: %100

Words: Six Hundred Forty Two Thousand Three Hundred Eighty Seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u>1</u> Date: <u>4/11/23</u>
No. _____ Date: _____	No. <u>2</u> Date: <u>4/26/23</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C&H Trucking Scope of Work: Haz Hauler CSCB No.: 844479

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

5 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April, 27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: CVE Contracting Group Inc. DBA Central Valley Environmental

By: (Signature): 

(Typed Name): Tim Williamson

As Its: (Position/Title): CEO/President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



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DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

May 8, 2023

Core Construction

PROJECT: Nicholas Elementary School

Scope of Work: Demolition

1. Mobilization of Crew and equipment.
2. Per Sheet C1.1, C1.2, C1.3, Includes keynote #1, Remove existing concrete paving and aggregate base.
3. Per Sheet C1.1, C1.2, C1.3, Includes keynote #2, Remove existing asphalt paving and aggregate base.
4. Per Sheet C1.1, C1.2, C1.3, Includes keynote #3, Remove existing chain link fence, gates, posts, and associated footings.
5. Per Sheet C1.1, C1.2, C1.3, Includes keynote #4, Remove existing bush, stump, tree, trunk and associated roots.
6. Per Sheet C1.1, C1.2, C1.3, Includes keynote #6, Remove existing building in its entirety. Including all structural footing/foundations, utility connections, etc.
7. Per Sheet C1.1, C1.2, C1.3, Includes keynote #7, Remove existing storage containers.
8. Per Sheet C1.1, C1.2, C1.3, Includes keynote #8, Remove existing shed.
9. Per Sheet C1.1, C1.2, C1.3, Includes keynote #9, Remove existing concrete curb.
10. Per Sheet C1.1, C1.2, C1.3, Includes keynote #10, Remove existing apparatus, bark, and curb.
11. Per Sheet C1.1, C1.2, C1.3, Includes keynote #11, Remove existing basketball back boards posts and footings.
12. Per Sheet C1.1, C1.2, C1.3, Includes keynote #12, Remove existing light pole and footing.
13. Per Sheet C1.1, C1.2, C1.3, Includes keynote #13, Remove existing concrete wheel stops.
14. Per Sheet C1.1, C1.2, C1.3, Includes keynote #14, Remove existing bench and footings.
15. Per Sheet C1.1, C1.2, C1.3, Includes keynote #15, Remove existing picnic table.
16. Per Sheet C1.1, C1.2, C1.3, Includes keynote #16, Remove existing wall and footing.
17. Per Sheet C1.1, C1.2, C1.3, Includes keynote #17, Remove existing sign and footing.
18. Per Sheet C1.1, C1.2, C1.3, Includes keynote #18, Remove existing post hole.
19. Per Sheet C1.1, C1.2, C1.3, Includes keynote #19, Remove existing volleyball pole.
20. Per Sheet C1.1, C1.2, C1.3, Includes keynote #20, Remove existing light pole.
21. Per Sheet C1.1, C1.2, C1.3, Includes keynote #21, Remove existing backstop and footing.
22. Per Sheet C1.1, C1.2, C1.3, Includes keynote #22, Remove existing handrail.
23. Per Sheet C1.1, C1.2, C1.3, Includes keynote #23, Remove existing ramp.
24. Per Sheet C1.4, C1.5, C1.6, Includes keynote #41, Remove existing storm drain.
25. Per Sheet C1.4, C1.5, C1.6, Includes keynote #42, Remove existing drainage inlet/manhole.
26. Per Sheet C1.4, C1.5, C1.6, Includes keynote #43, Remove existing sewer pipe/cleanout.
27. Per Sheet C1.4, C1.5, C1.6, Includes keynote #44, Remove existing water pipe/valve.
28. Per Sheet C1.4, C1.5, C1.6, Includes keynote #46, Remove existing apparatus, bark, and curb.
29. Per Sheet C1.4, C1.5, C1.6, Includes keynote #47, Remove existing gas pipe, valve, and riser.
30. Includes add/alt for backfill utilities trenches after demo in 1 FT lifts, compaction, and compaction testing.
31. Includes cost for tree protection fencing and mulch per sheet L0.10
32. Includes cost for district to retain possession of freon, must provide cylinders for freon.
33. Includes cost for initial install of SWPPP/BMP's, to be maintained by others after demo completion.



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Hazardous Material Remediation

Admin/MPR/Kindergarten

34. Mobilization of Crew and equipment.
35. Remove and dispose of approximately 2,150 SF of asbestos VCT/Mastic at administration area, central hallway and teachers' lounge.
36. Remove and dispose of approximately 100 SF of asbestos sheet vinyl at kitchen floor.
37. Remove and dispose of approximately 1000 SF of asbestos carpet mastic at administration floor.
38. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K1.
39. Remove and dispose of approximately 1,200 SF of asbestos green 9" VFT/Mastic at classroom K2.
40. Remove and dispose of approximately 3,800 SF of asbestos brown/tan VFT/mastic at MPR and kitchen.

NAL Building 2 Rooms 3-7

41. Remove and dispose of approximately 1,800 SF of asbestos VFT/mastic at classrooms 5 and 6.
42. Remove and dispose of approximately 2,700 SF of asbestos VFT/Mastic at classrooms 3,4 and 7.

NAL Building 2 Rooms 8-12

43. Remove and dispose of approximately 1,800 SF of asbestos VFT/Mastic at classrooms 9 and 10.
44. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classrooms 12.
45. Remove and dispose of approximately 900 SF of asbestos VFT/Mastic at classroom 11.

Includes removal and disposal of all light tubes and ballast.

Includes stabilizing paint loose and flakey paint in preparation for demolition.

All asbestos material point counted lower than 1% will be demoed in place.

All freon and fluorocarbons will be removed prior to demolition.

All lead components will be sampled using TTLC/STLC to establish proper disposal prior to demolition.

*All Asbestos work performed will be done with properly trained personnel and in accordance with all EPA, AHERA, Cal/OSHA, DOT, and all other Local, State and Federal Regulatory Agencies.

*Includes all hazardous waste hauling, disposal fees

Exclusions/Clarifications:

1. Any other asbestos abatement not noted in this proposal.
2. Includes local air quality air district notification and fee.

Total:	\$642,387.00
Add/Alt (backfill/compaction):	\$18,850.00
Freon Cost:	\$3,500.00
Tree Protection Cost:	\$20,850.00
SWPPP and BMP Install Cost:	\$8,750.00



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DIR Reg#100001553

PROPOSAL – CVE # 23392- GP

PROPOSAL TERMS

This proposal is based upon our legal terms and conditions as included as part of this proposal. All work shall be performed in accordance with State and Federal regulations. Unless otherwise noted the customer agrees to provide a sufficient water supply to perform work mentioned above. This bid is based on performing the work during regular work hours. Central valley Environmental shall not be responsible for weather protection or for damages resulting from weather or vandalism; this proposal is subject to change and may be withdrawn if not accepted within 30 Days of the above mentioned date.

PAYMENT TERMS

Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 days upon completion of Central Valley Environmental's work. Customer will incur a 3% convenience fee upon entire amount due if customer chooses to pay by credit card. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate Central Valley Environmental for any collection related costs, including reasonable attorney fees, if full payment is not made to Central Valley Environmental. The customer agrees that the court of jurisdiction for any claim shall be located in Fresno County.

REQUIREMENTS

All Movable items shall be removed from the work area prior to mobilization of Central Valley Environmental crews and equipment unless otherwise stated in this proposal Central Valley Environmental will not be held responsible for items missing or loss during the course of work.

This project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

All prices in this proposal are based on one mobilization charge. If additional mobilization and/or demobilization is required, an additional mobilization and/or demobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all movable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to Central Valley Environmental should damage occur. Heating, Ventilation and air-conditioning equipment supplying work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within (30) days of this date.

SITE ACCESS

Customer agrees to ensure that prior to any demo operations, abatement work etc. The work area and/or storage area shall be vacated and shall remain closed to all persons (other than Central Valley Environmental employees) for the duration of the project. In the event that any individual other than Central Valley Environmental employees enters the control area, customer agrees that Central Valley Environmental shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend Central Valley Environmental from such claims. Customer agrees that all authorized visitors shall read and sign Central Valley Environmental visitor policy form and/or the option of terminating this contract.

CHANGES AND EXTRA WORK

Customer may change the work at any time, including changes in scope methods, scheduling or performance requirements, in case the contract price and completion time will be adjusted accordingly.

DIFFERING SITE CONDITIONS

If Central Valley Environmental encounters subsurface or latent physical conditions at the site differing materially, or in quantity from those stated in the bid documents, and/ or unknown physical conditions at the site of an unusual nature, Central Valley Environmental will notify customer. If such conditions cause an increase in cost or the time required for performance of any part of the work an equitable adjustment in price and contract time modified accordingly.

FORCE MAJOR

Central Valley Environmental shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such sovereign or contractual capacity, fires floods, epidemics, quarantine, restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.



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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

AUTHORIZATION TO PROCEED

A Signature below by CLIENT constitutes an authorization to proceed with the scope of work in accordance with the price quotations and terms and conditions set forth in this document. This authorization shall constitute a valid and binding agreement of the CLIENT

By signing below you are hereby agreeing that you have read and understand the provisions contained herein and any attachments hereto.

Accepted and approved this _____ Day of _____ 2023

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

DATE: _____

** PLEASE SIGN AUTHORIZATION TO PROCEED AND FAX ALL PAGES TO (559) 222-1174 or email to gregp@cvecorp.com

If you have any questions or concerns, please contact Greg Paul on his cell phone at (559) 978-1053.

THANK YOU FOR CHOOSING CENTRAL VALLEY ENVIRONMENTAL



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

PRELIMINARY INFORMATION REQUEST FORM

Please fill out and fax back to 559-222-1174 Or Email to

ValerieO@cvecorp.com

Central Valley Environmental is the sub-contractor on the following project. Would you please take a few minutes to answer some questions and provide the information requested. This form allows us to complete our project file and comply with the state/federal requirements that may exist regarding this project. This request in no way reflects the credit worthiness of any party named. Please return this form to fax 559-222-1174 or email ValerieO@cvecorp.com

You may also call 559-222-1122 with any questions or concerns.

Project Name _____

- What type of project is this? (circle one) Private Public Federal

If a public or federal project, is there a payment bond? (Circle one) Yes No

If yes, please provide the surety name & bond# _____

Please provide the name, address and phone number for each party listed below:

PROPERTY OWNER _____

General Contractor _____

Construction Lender _____

Other (If any) _____

PLEASE FILL OUT THE INFORMATION BELOW AND SEND INTO OUR OFFICE BEFORE THE START OF THE JOB.



CENTRAL VALLEY ENVIRONMENTAL

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DIR Reg#1000001553

PROPOSAL – CVE # 23392- GP

Owner's Name:

Contact Name (First & Last)

Owner's mailing address:

Owner's Telephone

Owner's Tax ID Number:

BILLING NAME & ADDRESS (where the invoice will be sent & who will pay for contract)

Owners US EPA Generator's temporary ID Number is required for all friable asbestos transportation and disposal

Please go to www.hwts.dtsc.ca.gov , complete the application for a Temporary EPA-ID if one has not been obtained yet. The State Board of Equalization will charge fees according to number of manifests generated. These fees are approximately \$10.00 per manifest. These fees are not included in Central Valley Environmental contract price. The owner will be sent the bill directly from SBE sometime within the calendar year.

All "Commercial" Properties will require the use of the Tax Identification number to obtain the EPA ID number.

CONSTRUCTION LENDER NAME ADDRESS (if applicable)

LEASEHOLD OWNER OR TRUST FUND NAME AND ADDRESS (if applicable)

Demolition Services & Grading Inc.

CSL #1015534 – A, B, C12 & C21

DIR #1000039367

dsgi.co

April 27, 2023

**RE: Nicholas Elementary
6601 Steiner Street
Sacramento, CA 95823**

Our bid includes removal & legal disposal of items within the site & project limits, as **“specifically”** detailed herein.

LUMP SUM: - \$700,399

Abatement, Site & Building Demolition

BIDDING DOCUMENTS:

- Specifications: Demolition & Abatement
- Drawings: by WCE Sheets C1.1, C1.2, C1.3, C1.4, C1.5, C1.6
- Clarifications: 1 & 2
- Project Schedule: To mutually be agreed upon

INCLUSIONS:

“This proposal” & its listed clarifications, conditions & exclusions will be included as part of any mutually agreed upon contract generated from the offer. Said scope of work attached herein will be provided to our field for clarity of work to be performed.

General Conditions

- DSGI carries general liability insurance at a limit of \$1M per occurrence, \$2M aggregate.
- Automobile liability insurance is carried at a limit of \$1M & Contractors Pollution liability insurance is carried at a \$1M per occurrence, \$2M aggregate **(all others insurance, waivers or types are excluded – contact us for pricing if required)**

Main Office
281 Generations Court - Manteca
209 740 0081

- Signatory to Operators, Masons & Labor Unions (all wages are in today's dollars – refer to date of proposal)
- Prevailing Wage & Certified Payrolls (DIR # 1000039367)
- Work to be performed between 7am and 4pm +/- (Monday – Friday)
- Based on one mobilization & continuous operation.
 - Additional equipment moves will be charged at \$2,500 per occurrence
- To be performed by use of heavy mechanical track equipment & supported by labor forces & associated hand tools
 - Equipment projected to be utilized is a 80,000 pound unit
- Adequate staging & parking shall be provided for the performance of this work, inclusive of
 - Foreman's vehicle
 - 5 Axle vehicles entering & exiting
 - Debris Boxes
- Obtain BAAQMD 10 day waiting period notification
- Notify Underground Service Alert (USA)

Abatement, Site & Building Demolition

- DSGI retains title to salvaged material present at the time of walk & is entitled to sell such materials at its discretion and retain the proceeds of any such sales.
- Asbestos abatement as per report dated 4/18/23 & prepared by Entek Consulting Group Inc.
 - The report is assumed to be accurate as provided to us.
 - GC or owner to ensure power & water is available for crews
 - All loose items to be removed by others prior to abatement
 - Final clearances by others
- Roof mounted mechanical units, sleepers, conduits & hardware
 - Includes recovery of freon & oils
 - Pressure treated wood sleepers to be handled, hauled & disposed of by others
- Buildings (47,000 SF +/-)
 - Building is assumed to be empty of old tenants or owners' belongings
- Slab on grade
 - Assumed to be 6" thick & free of fabrics at underside or linings such as a vapor barrier in earth
- Perimeter structure foundations.
 - Assumed to be 3' square feet of volume per linear foot.

- Concrete flatwork (26,600 SF +/-) not to exceed 6” inches thick or contain fabrics at underside or linings / vapor barriers in earth
- Curbs, parking bumpers & valley gutters
- Retaining walls & associated footings
- Asphalt paving (92,000 SF +/-) not to exceed 3” thick or contain petro-mat at underside
 - Thickness was confirmed through Geotech report & boring logs dated 12/16/22 & prepared by MP Engineering
- Chain link fencing, posts & footings.
- Shed & Enclosures
- Play apparatus, basketball hoops, benches, etc.
- Parking lot light poles & foundations
 - Safe off by others
- Trees, stumps, & vegetation within school area
 - Excludes clearing and grubbing of green or dead grass / sod
 - Excludes fine chasing or plucking of visible roots 6” inches or less
 - Earthwork contractor should expect encountering materials as such in their process
- Catch basins & or drain inlets
- Underground wet utilities. Assumed to be at a depth of 4’ or less from adjacent grade
 - Excludes handling or exporting of transite materials
- Traffic & pedestrian control & signs as required for our portion of work
- Temporary power & water access to be provided by general contractor or owner
- Dust control efforts such as; (water to be provided by owner or prime contractor)
 - Water misting
 - Labor with hose
- Debris to be landfilled
- Concrete, asphalt & metals to be hauled away to a legal recycling location with documentation provided after completion of project.
 - Hauling, fuel & dump fees are in today’s dollars – refer to date of proposal
 - Materials leaving site will be taken to our known economical legal recyclers or landfills.
 - Any high costing municipality agreements with other recyclers or trash services are unknown to us & not included.

- Voids created by demolition activities will be hastily rough graded with use of existing on-site native materials, raked in with bucket & teeth and track walk compacted

EXCLUSIONS:

1. Permits, fees, deposits, or bonds (bonds available at 3.0%)
2. Pressure treated, creosote wood & or ties
3. Base rock removal
4. Utility Work such as;
 - a. Identifying
 - b. Tracing,
 - c. Relocating
 - d. Rerouting
 - e. Installing
 - f. Probing
 - g. X-raying
 - h. Protecting
 - i. Maintaining
 - j. Supporting
 - k. GC to clearly mark what utilities are to remain **PRIOR** to commencement of demolition
 - l. GC may incur standby time & related costs if our work is impacted by the activity being incomplete.
5. Temporary Utilities such as;
 - a. Lights
 - b. Power,
 - c. Dust Control Water
 - d. Sanitary Facilities
6. Temporary items such as:
 - a. Fencing,
 - b. Barricades,
 - c. Arrow Boards,
 - d. Site Security or Guard Services.
7. Salvaging for owner or tenant

8. Offsite demolition such as;
 - a. City sidewalks
 - b. City streets
 - c. City trees
 - d. Utility poles
 - e. Underground utilities
 - f. Etc.
9. SWPPP Plans or Erosion Controls measures of any kind.
10. Cutting, digging, trenching, or backfilling for other trades
11. Removal of Spoils Generated by Others.
12. Removal of hidden or unknown conditions, such as but not limited to;
 - a. Bank vaults
 - b. Grade beams
 - c. Basements
 - d. Tunnels or tanks
 - e. Etc.
13. Laying out, any kind of testing, all inspections, engineering, or surveying
14. Grading of building pads, walks or parking lots
15. Buying, handling, importing, or exporting of beddings, base rock, pea gravel or soils
16. Backfilling & compacting of any kind for this project.
17. Vibration, subsidence, or nuisance prevention
18. Overtime work hours or shifts such as nights, graveyard, or weekends
19. Fine chasing & or plucking of roots, irrigation, or sod (green or dead grass)
20. Builders or All Risk insurance coverage or policy
21. Crushing, hauling & disposal of slabs or paving containing fabrics at underside
22. Stand by time beyond the control of DSGI.
23. Perform any work on T&M basis on all public works projects.
 - a. DSGI will provide pricing with breakdown for change order for extra work. GC or Owner may elect to accept or decline COR.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Sincerely,

Sarah Meyer
smeyer@dsgi.co (not com)
209-456-9741



Main Office
281 Generations Court - Manteca
209 740 0081



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK Demolition & Abatement

SUBCONTRACTOR

Subcontractor's Firm Name: Demolition Services & Grading Inc.

Address: 281 Generations Ct Manteca CA 95337
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 209-456-9741 Fax: _____

Contact Name: Sarah Meyer Email: Smeyer@dsgj.co

State Contractor's Board No. 1015534 Class Type: A,B,C12,C21

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$700,399
Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seven hundred thousand three hundred ninety-nine.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 3% P&P Bond Value: 21,011.96

Words: Twenty-one thousand and eleven dollars and ninety-six cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u>1</u> Date: <u>4/11/23</u>
No. _____ Date: _____	No. <u>2</u> Date: <u>4/24/23</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: PALS Scope of Work: Abatement CSCB No.: 700658

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 --

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Demolition Services + Grading Inc.

By: (Signature): _____

(Typed Name): Chris Chicarino

As Its: (Position/Title): President

* Provide Letter of Authorization If the person signing is not an officer of the company *

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

Date	Proposal #
4/27/2023	E28168

To:
Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com

Job Site:
SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>Remove and dispose of ACBM (Asbestos Containing Building Material) and LCBM (Lead Containing Building Material), in preparation for demolition. Complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) down to clean dirt grade. Tasks as follows:</p> <p>*Note 1: Includes all associated footings / foundations.</p> <p>Note 2: Includes all flatwork (concrete slabs, sidewalks, asphalt, etc.) throughout site.</p> <p>Note 3: Identified oak on site to be protected during the duration of abatement and demolition.</p> <p>WORK AREAS: School Structure and Portable Buildings (Footprint approx. 42,000 SF) - Interior / Exterior.</p> <p>1. Mobilize manpower and equipment to complete the project in a professional and timely manner complying with all Local, State and Federal regulations adhering to OSHA, EPA and Air Quality Management District guidelines.</p> <p>2. Supply personal protection equipment (respirators, suits, goggles, gloves, etc.) for CDPH certified supervisor and cross trained and certified employees throughout the duration of the project.</p>	

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Proposal accepted by:	Date:
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Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>3. Contents located within the work area to be removed by others and stored outside of the work area prior to JM Environmental, Inc. mobilization as to provide room for competent containment design and build, in addition to preventing any dust/cross contamination.</p> <p>*Note: Remaining contents within structures will be reviewed for proper disposal as needed.</p> <p>4. Install critical barriers/engineering controls to isolate work areas: interior and exterior type-site control, cones, barriers, negative pressure enclosure, signage, caution tape, ground drops, etc.</p> <p>5. Install HEPA filtered negative air machines as needed using flex tube venting; achieve negative air, run throughout project, maintain as needed.</p> <p>6. Install three stage decontamination chamber entry/exit / waste load-out.</p> <p>SELECT DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following selective demolition procedures.</p> <p>7. In preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total), JM Environmental, Inc. will perform the following.</p>	

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Job Site:
SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>A) Remove all tires, batteries, oils, aerosols, chemicals throughout site. JM Environmental, Inc. to generate waste stream and manifest, documenting disposal of materials.</p> <p>B) Collect and properly package, transport and dispose of all fluorescent light tubing, mercury switches, mercury light bulbs fluorescent light fixture ballast.</p> <p>C) Capture and recycle Freon from HVAC system prior to removal of equipment as applicable.</p> <p>*Note: During job walk it was mentioned that all HVAC systems will be drained. If this is not performed prior to JM Environmental, Inc. mobilization, line item 7.C. will apply.</p> <p>D) All effluent materials/debris generated will be captured and packaged in 6 mil poly bags prior to leaving work area(s), as to prevent cross contamination.</p> <p>ASBESTOS ABATEMENT:</p> <p>JM Environmental, Inc. will perform the following asbestos abatement procedures.</p> <p>8. Selective demolition as needed to access ACBM (Asbestos Containing Building Material), as applicable.</p>	

By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.	Total
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Job Site:
SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>9. Layout and remove ACBM (Asbestos Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A) Asbestos related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and asbestos containing material.</p> <p>B) Asbestos related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and asbestos containing material.</p> <p>Note: This project will include in-place management of asbestos related material where/as applicable.</p> <p>10. Package all waste in 6 mil poly bags double bag goose neck technique per regulations prior to leaving negative pressure containment preventing cross contamination outside of containment work areas.</p> <p>11. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>12. Sanitize all vertical and horizontal surfaces throughout work areas with mild detergent, using sanding and wire brushing method.</p>	

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To:
<p>Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com</p>

Job Site:
<p>SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823</p>

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>13. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>14. Apply sprayed encapsulant to all abated surfaces throughout work areas as applicable.</p> <p>15. Package, load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>16. Cal-OSHA, EPA, DTSC and Air Quality Management District notifications and coordination included as applicable. JM Environmental, Inc. to sign as Agent for Owner.</p> <p>LEAD ABATEMENT:</p> <p>JM Environmental, Inc. will perform the following lead abatement procedures.</p> <p>17. Selective demolition as needed to access LCBM (Lead Containing Building Material), as applicable.</p> <p>18. Layout and remove LCBM (Lead Containing Building Material), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p>	

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Job Site:
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Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>A) Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>B) Lead related materials identified in Entek Consulting Group, Inc. survey report finding dated April 18, 2023 - see report for locations and lead containing material.</p> <p>19. JM Environmental, Inc. field technicians to remove by hand scrape and wet method all visible chipping and peeling LCP / LBP (Lead Containing Paint / Lead-Based Paint), in preparation for complete demolition of eighteen (18) portable buildings, one (1) Multipurpose Room/Kitchen building, and three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total) as follows.</p> <p>A)Lead related materials identified in NAL (National Analytical Laboratories, Inc.) survey report finding dated October 05, 2022 - see report for locations and lead containing material.</p> <p>20. Package all waste in 6 mil poly bags per regulations prior to leaving work area preventing cross contamination outside of containment work area, then place bagged material in hazardous waste drums/barrels for final manifesting and disposal.</p> <p>21. HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p> <p>22. Apply sprayed bridging encapsulant to all abated surfaces throughout work area(s) as needed.</p>	

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N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>23. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>24. JM Environmental, Inc. to adhere to governing regulations as follows:</p> <p>A. Code of Federal Regulations (CFR):</p> <ul style="list-style-type: none"> i. 29 CFR 1926, Construction Services ii. 29 CFR 1910.94, Ventilation iii. 29 CFR 1910.134, Respiratory Protection iv. 29 CFR 1910.1200, Hazard Communication v. 40 CFR Parts 260, 261, 262, 263, 264, 265 and 268, Hazard Waste Management vi. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation <p>B. California Code of Regulations:</p> <ul style="list-style-type: none"> i. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders ii. 8 CCR 5144, Respiratory Protection iii. 26 CCR Division 22, Hazardous Waste 	

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N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>25. LEAD IN CONSTRUCTION REGULATORY COMPLIANCE: Personnel impacting paints with detectable lead must have lead training that meets the requirements of Cal/OSHA, 8 CCR 1532.1 The worker must use lead safe-work practices when handling paints with detectable amount of lead as required by CCR 1532.1. To comply with California Department of Public Health (CDPH) requirements, a containment area must be used to prevent the buildup of lead dust on surfaces to remain in place. To comply with the California Department of Toxic Substances Control and Title 22 requirements, all waste streams created as part of the project must be profiled or characterized prior to disposal and packaged as applicable.</p> <p>THIRD PARTY CLEARANCE:</p> <p>26. Third-party clearance to be coordinated by JM Environmental, Inc, and performed by others. Third party to bill client directly. This proposal does NOT include third-party clearance testing, report and fees.</p> <p>HEAVY DEMOLITION:</p> <p>JM Environmental, Inc. will perform the following demolition procedures.</p> <p>27. Demolition will be performed using JM Environmental, Inc. crews, excavators, bobcats, dump trucks, water buggy/truck and additional equipment as needed to complete scope of work.</p> <p>28. JM Environmental, Inc. to perform complete demolition of the following.</p>	

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Job Site:
SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
A) Eighteen (18) portable buildings *Note: Includes all associated foundations, footings, piers, and slabs.	
B) One (1) Multipurpose Room/Kitchen building. *Note: Includes all associated foundations, footings, piers, and slabs.	
C) Three (3) permanent wings of classrooms, restrooms, library, and offices (20 Rooms total). *Note: Includes all associated foundations, footings, piers, and slabs.	
D) Asphalt - approx. 76,295 SF.	
E) Concrete - 37,989 SF. *Note 1: Approximate total does not include associated building / structural foundations, footings, slabs, etc. *Note 2: Concrete sidewalks adjacent to Steiner Drive are to remain in place.	
F) Trees - approx. 28. *Note: Includes root balls and grubbing where applicable.	

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N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>G) Underground Utilities</p> <p>29. TCLP sample acquisition, packaging and laboratory coordination and results complying with EPA waste profiling.</p> <p>30. Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>31. Load, transport and dispose of debris to an accredited waste facility adhering to local recycling criteria.</p> <p>32. Cap sewer 18" below grade with expandable plugs, install Christy box, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>33. Cap water as needed, identify location with flag and fluorescent markings for future identification as applicable.</p> <p>34. Blade scrape and magnet sweep site for final detail.</p> <p>35. Storm Water Pollution Prevention Plan and Practices: JM Environmental, Inc. to install straw wattle, silt fence, rock bags, drain filters, etc. as applicable complying with County requirements.</p>	

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Proposal accepted by:	Date:
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JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823

Proposal

Date	Proposal #
4/27/2023	E28168

To:
Core Construction 11601 Blocker Dr., #215 Auburn, CA 95603 Attn: Jamie Kale - 323-369-9940 jamiekale@coreconstruction.com

Job Site:
SCUSD Nicholas Elementary School 6601 Steiner Drive Sacramento, CA 95823

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>ADDITIONAL INFORMATION:</p> <p>36. JM Environmental, Inc. to perform this project with zero emissions, complying with all applicable Local, State and Federal regulations.</p> <p>37. JM Environmental, Inc. to provide good housekeeping practices throughout project, keep site free of trash, debris, etc.</p> <p>38. JM Environmental, Inc. to utilize power and water on site as needed.</p> <p>*Note: If power outage occurs, JM Environmental, Inc. will provide power to maintain negative pressure within containment during asbestos abatement procedures as needed.</p> <p>39. JM Environmental, Inc. to utilize sanitary facilities onsite as needed.</p> <p>40. Fire prevention / fire watch, extinguishers, etc. throughout project – business hours only.</p> <p>41. Proposal includes all applicable fees, OSHA notifications, labor, supplies, etc. necessary to complete this project.</p> <p>42. All work done in accordance with applicable Local, State, and Federal Regulations.</p> <p>43. Demolition permit excluded and to be completed during rebuild permitting process as applicable.</p>	
<p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p>	Total

Proposal accepted by:	Date:
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JM Environmental, Inc.
Lic. #693564 DOSH #578

ABATEMENT &
HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
6601 Steiner Drive
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Proposal

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Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
<p>44. JM Environmental, Inc. shall not be responsible for damages due to necessary abatement procedures. JM Environmental, Inc. shall make all reasonable effort to prevent such damage.</p> <p>45. Repair or replacement of impacted structural, architectural, mechanical, or electrical items is excluded.</p> <p>46. Utility disconnects to be done by others as applicable. Owner to provide letter of disconnect from gas and electric utilities to JM Environmental, Inc. prior to demolition.</p> <p>47. JM Environmental, Inc. is licensed and insured for this project as follows: (A-General Engineering), (B-General Building), (C21-Demolition), (C22-Selective Demolition), (ASB-Asbestos), (HAZ-Hazardous Materials). Contractor's License Number: 693564.</p> <p>48. Proposal includes General Liability Insurance (coverage up to \$5,000,000.00), Workman's Compensation Insurance, Auto Insurance, mobilization, demobilization, equipment decontamination fees, equipment wear and tear, warehousing, and administration fees.</p>	

<p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p>	Total
--	--------------

Proposal accepted by:	Date:
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JM Environmental, Inc.
Lic. #693564 DOSH #578

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HEAVY DEMOLITION
SCUSD - Nicholas Elementary School
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Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	PB	N/A	ACM/LCM/H.DEMO

Scope of Work:	Total
INCLUSIONS: A) Tasks as described above. B) Traffic control for own work. C) Non-working full-time onsite safety manager throughout abatement and selective demolition.	
ACKNOWLEDGMENTS: A) This is a PLA project. B) This is a prevailing wage project to be accompanied by certified payroll.	
EXCLUSIONS: A) Additional Asbestos Abatement not mentioned within this proposal. B) Additional Lead Abatement not mentioned within this proposal. C) Mold Remediation. D) Additional ORM (Other Regulated Material) not mentioned within this proposal. E) Site Security. F) Security Fencing. G) Third party environmental clearance (asbestos and lead). H) Third party environmental monitoring (asbestos and lead). I) Anything additional not described above.	
Total Price:	927,521.00
By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.	Total \$927,521.00

Proposal accepted by:	Date:
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SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK BP03 - DEMOLITION AND ABATEMENT

SUBCONTRACTOR

Subcontractor's Firm Name: GGG Demolition Inc.

Address: 1439 W Chapman Ave, Orange, CA 92868
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 714-912-1369 Fax: _____

Contact Name: Rohan Desai Email: Rohan@ggdemo.com

State Contractor's Board No. 988669 Class Type: A, B, C21, C22, ASB, HAZ

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 1,294,500.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One million two hundred and ninety four thousand five hundred dollars and zero cents



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.2 % P&P Bond Value: \$ 14,500.00

Words: Fourteen thousand five hundred dollars and zero cents

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. <u>N/A</u> Date: <u>N/A</u>	No. <u>Clarification #1</u> Date: <u>04.11.2023</u>
No. _____ Date: _____	No. <u>Clarification #2</u> Date: <u>04.24.2023</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: Pavement Recycling System Scope of Work: Asphalt Removal CSCB No.: 569352

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



ALTERNATE #02 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: N/A

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27th, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: GGG Demolition Inc.

By: (Signature): Rohan Desai

(Typed Name): Rohan Desai

As Its: (Position/Title): Sr. Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM

DATE PLOTTED: 2/17/2023 4:40:45 PM

Legend				
Description	Label	Quantity	Unit	
●	Site Demolition	Demo and dispose storage container	1	Count
▲	Site Demolition	Demo and remove concrete bench and picnic table	2	Count
✓	Site Demolition	Demo and remove volleyball posts and footings	3	Count
■	Site Demolition	Demo AC-Paving and base	47,189.0900	sf
■	Site Demolition	Demo basketball post and footing	3	Count
■	Site Demolition	Demo chainlink fence, posts, gates and footings	920.935400	ft
■	Site Demolition	Demo concrete walkway	18,854.3400	sf
■	Site Demolition	Demo curb	135.437700	ft
■	Site Demolition	Demo playground equipment	1	Count
■	Site Demolition	Demo shed structure	1	Count
●	Site Demolition	Demo trees	15	Count
■	Site Demolition	landscape removal/clear and grub - Earthwork	45,093.2000	sf
■	Structural Demo	Portable Building Demolition	3,095.2640	sf
■	Structure Demolition	Demo permanant bldg #1	7,725.1760	sf
■	Structure Demolition	Demo permanant bldg #2 - Wing A	5,871.8950	sf
■	Structure Demolition	Demo permanant bldg #3 - Admin + Multipurpose	11,780.4000	sf
■	Structure Demolition	Demo permanant bldg #4	992.8516	sf
■	Structure Demolition	Demo permanant bldg #5	986.4922	sf

DEMOLITION GENERAL NOTES

- THE CONTRACTOR SHALL CONFORM TO CHAPTER 33, CALIFORNIA FIRE CODE (CFC) "FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION, AT ALL TIMES DURING THE CONSTRUCTION PROCESS. A COPY OF THIS CHAPTER CAN BE PROVIDED TO THE CONTRACTOR AT HIS REQUEST.
- IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS.
- NO BURNING OR BLASTING SHALL BE PERMITTED.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE OWNER TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK IN ORDER TO VERIFY TO THE GREATEST EXTENT POSSIBLE THE EXISTING UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS.
- ADDITIONAL DEMOLITION INFORMATION MAY BE SHOWN ON THE GRADING, DRAINAGE, AND UTILITY PLANS, AND THOSE PLANS PREPARED BY OTHER DISCIPLINES FOR THIS PROJECT.
- ALL DEMOLISHED ITEMS SHALL BE DISPOSED OF OFFSITE AT A SUITABLE, LEGAL, DUMP SITE OR OTHER FACILITY.
- ALL DISPOSED OF MATERIALS SHALL BE RECYCLED IF POSSIBLE.

DEMOLITION NOTES

- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
- REMOVE EXISTING CONCRETE PAVING AND AGGREGATE BASE. WHERE SAWCUTS ARE NECESSARY, THEY SHALL BE A NEAT STRAIGHT LINE. CUT SHALL BE MADE AT NEAREST EXISTING JOINT TO LOCATION SHOWN.
 - REMOVE EXISTING ASPHALT PAVING AND AGGREGATE BASE. WHERE SAWCUT EDGES ARE SHOWN, THEY SHALL BE A NEAT STRAIGHT LINE. MAINTAIN CLEAN STRAIGHT CUT EDGE UNTIL NEW PAVING PLACED.
 - REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE, GATES, POSTS AND ASSOCIATED FOOTINGS.
 - REMOVE AND DISPOSE OF EXISTING BUSH, STUMP, TREE, TRUNK AND ASSOCIATED ROOTS.
 - EXISTING TREE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - REMOVE AND DISPOSE OF EXISTING BUILDING IN ITS ENTIRETY; INCLUDING ALL STRUCTURAL FOOTING/FOUNDATIONS, UTILITY CONNECTIONS, ETC. AND ASSOCIATED RAMPS. DISCONNECT EXISTING BUILDING ELECTRICAL SERVICE AND REMOVE CONDUCTORS BACK TO EXISTING MAIN SWITCHBOARD.
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 - REMOVE AND DISPOSE OF EXISTING WALL AND ASSOCIATED FOOTING.
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 - REMOVE AND DISPOSE OF EXISTING POST HOLE.
 - REMOVE AND DISPOSE OF EXISTING VOLLEYBALL POLE.
 - REMOVE AND DISPOSE OF EXISTING LIGHT POLE AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING BACKSTOP AND ASSOCIATED FOOTING.
 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.

AGENCY APPROVAL:

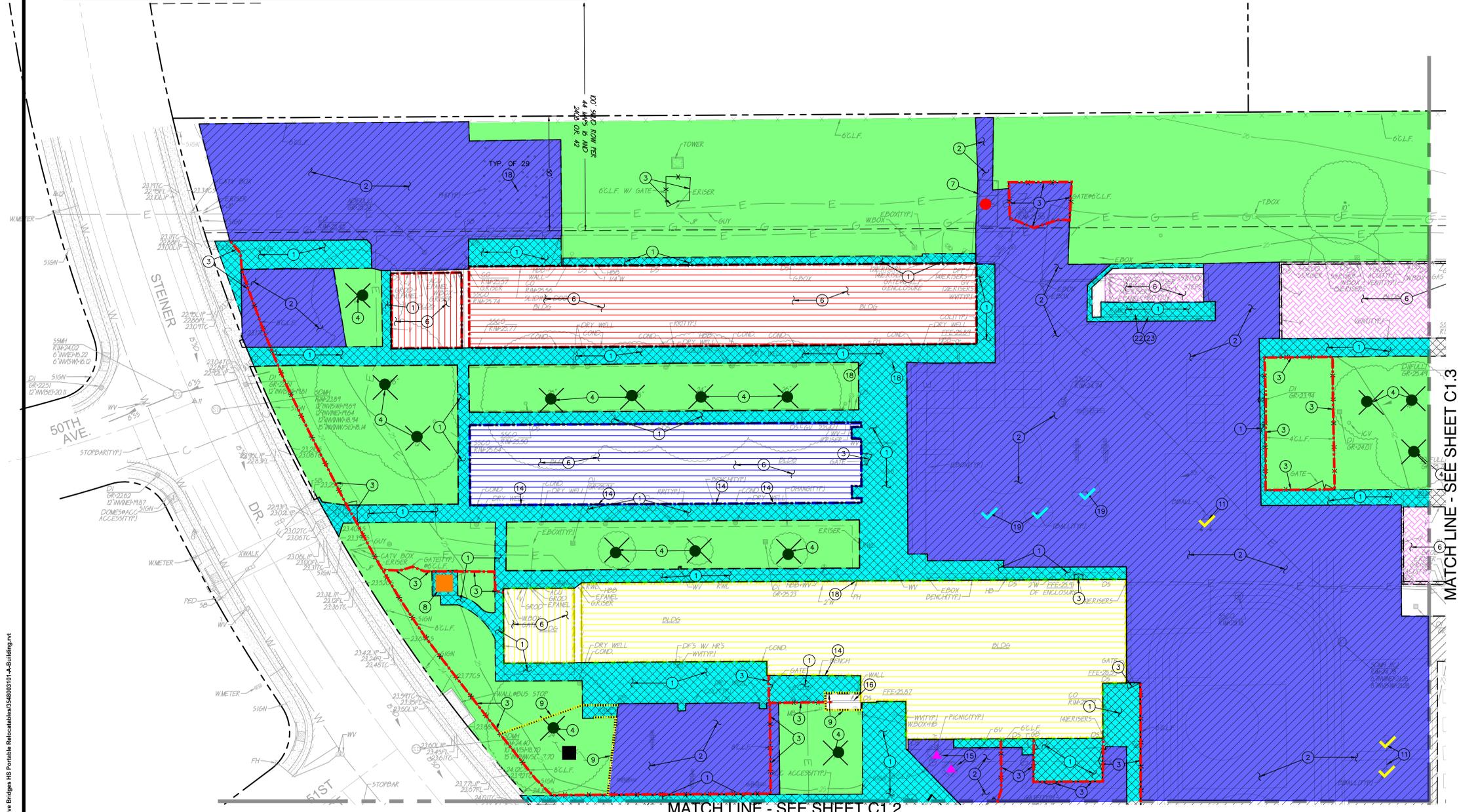


HMC Architects

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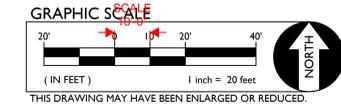
6101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916 368 7990 / www.hmcarchitects.com

ISSUE	DESCRIPTION	DATE



MATCH LINE - SEE SHEET C1.3

MATCH LINE - SEE SHEET C1.2



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023

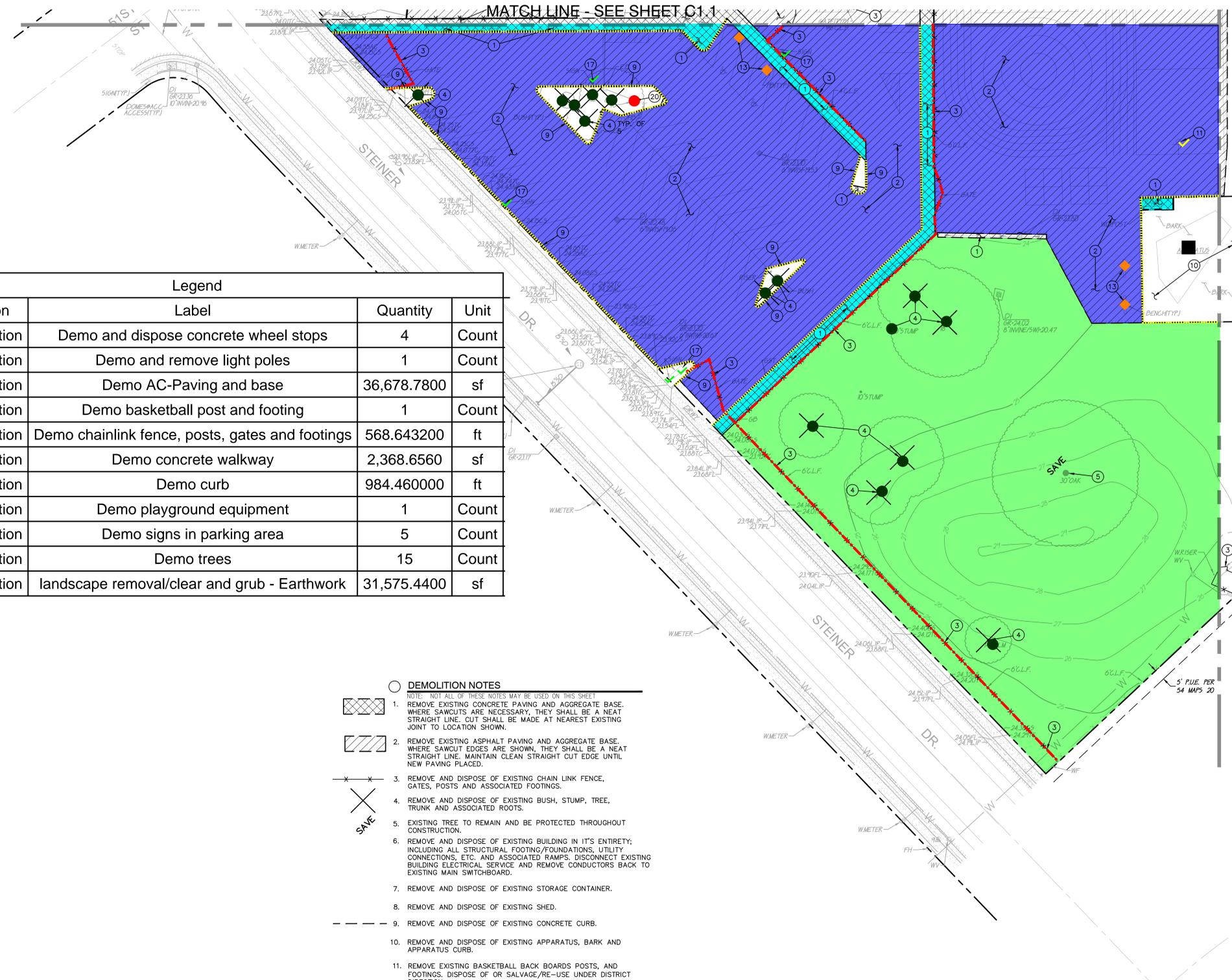
CLIENT PROJ NO:

SHEET:

C1.1

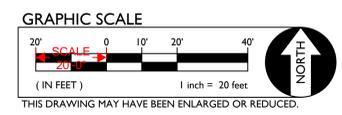
Autodesk Docs: 03546003101 Twelve Bridges Portable Relocatable3546003101-A-Building.rvt 2/17/2023 4:40:45 PM

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Legend				
Description	Label	Quantity	Unit	
◆	Site Demolition	Demo and dispose concrete wheel stops	4	Count
●	Site Demolition	Demo and remove light poles	1	Count
■	Site Demolition	Demo AC-Paving and base	36,678.7800	sf
✓	Site Demolition	Demo basketball post and footing	1	Count
—	Site Demolition	Demo chainlink fence, posts, gates and footings	568.643200	ft
■	Site Demolition	Demo concrete walkway	2,368.6560	sf
—	Site Demolition	Demo curb	984.460000	ft
■	Site Demolition	Demo playground equipment	1	Count
✓	Site Demolition	Demo signs in parking area	5	Count
●	Site Demolition	Demo trees	15	Count
■	Site Demolition	landscape removal/clear and grub - Earthwork	31,575.4400	sf

- DEMOLITION NOTES**
- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET.
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 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.



AGENCY APPROVAL: REVIEWING AGENCIES STAMP HERE



HMC Architects

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6101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916 368 7990 / www.hmcarchitects.com

ISSUE

DESCRIPTION	DATE



FACILITY:

601 STEINER DR.
SACRAMENTO, CA 95823

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

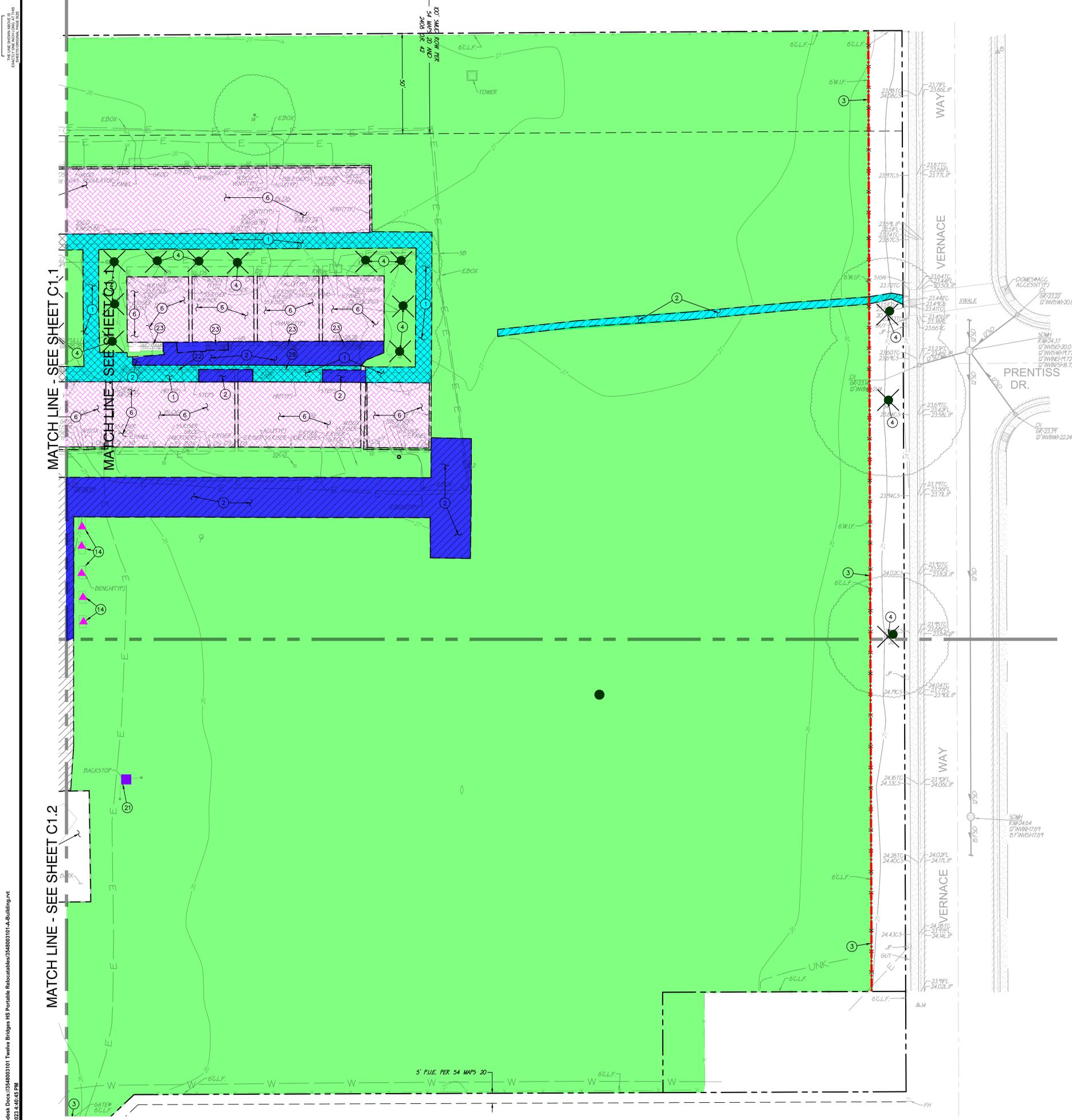
SHEET NAME:
DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:

SHEET:

C1.2



- DEMOLITION NOTES**
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 - REMOVE AND DISPOSE OF EXISTING HANDRAIL.
 - REMOVE AND DISPOSE OF EXISTING RAMP.

Legend				
Description	Label	Quantity	Unit	
	Site Demolition	Demo and dispose backstop	1	Count
	Site Demolition	Demo and remove concrete bench and picnic table	5	Count
	Site Demolition	Demo AC-Paving and base	6,556.7730	sf
	Site Demolition	Demo chainlink fence, posts, gates and footings	478.202900	ft
	Site Demolition	Demo concrete walkway	4,357.4380	sf
	Site Demolition	Demo trees	13	Count
	Site Demolition	landscape removal/clear and grub - Earthwork	178,429.3000	sf
	Structural Demo	Portable Building Demolition	14,976.3000	sf

AGENCY APPROVAL: REVIEWING AGENCIES STAMP HERE



HMC Architects

R221536X00

6101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916 368 7990 / www.hmcarchitects.com

ISSUE	
DESCRIPTION	DATE



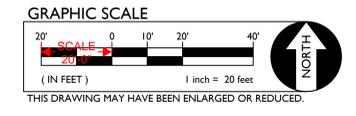
FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
SHEET:



C1.3

Autodesk Docs: 03546003101 Twelve Bridges HS Portable Relocatable3546003101-A-Building.rvt 2/17/2023 1:40:45 PM

Legend				
	Description	Label	Quantity	Unit
	Utility Demo	Remove gas line	758.013200	ft
	Utility Demo	Remove sanitary sewer	1,561.826000	ft
	Utility Demo	Remove storm drain	514.034000	ft
	Utility Demo	Remove water line	1,670.997000	ft
	Utility Fixture	Remove drainage manhole	13	Count

- DEMOLITION GENERAL NOTES**
- THE CONTRACTOR SHALL CONFORM TO CHAPTER 33, CALIFORNIA FIRE CODE (CFC), "FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION," AT ALL TIMES DURING THE CONSTRUCTION PROCESS. A COPY OF THIS CHAPTER CAN BE PROVIDED TO THE CONTRACTOR AT HIS REQUEST.
 - IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTIONS.
 - NO BURNING OR BLASTING SHALL BE PERMITTED.
 - THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, WARREN CONSULTING ENGINEERS CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE OWNER TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK IN ORDER TO VERIFY TO THE GREATEST EXTENT POSSIBLE THE EXISTING UTILITY LINES, CONFLICTS AND PROPOSED UTILITY CONNECTION POINTS.
 - ADDITIONAL DEMOLITION INFORMATION MAY BE SHOWN ON THE GRADING, DRAINAGE, AND UTILITY PLANS, AND THOSE PLANS PREPARED BY OTHER DISCIPLINES FOR THIS PROJECT.
 - ALL DEMOLISHED ITEMS SHALL BE DISPOSED OFFSITE AT A SUITABLE, LEGAL, DUMP SITE OR OTHER FACILITY.
 - ALL DISPOSED OF MATERIALS SHALL BE RECYCLED IF POSSIBLE.

- DEMOLITION NOTES**
- NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET
- REMOVE AND DISPOSE OF EXISTING STORM DRAIN PIPE/CLEANOUT TO EXTENT SHOWN.
 - REMOVE AND DISPOSE OF EXISTING DRAINAGE INLET/MANHOLE.
 - REMOVE AND DISPOSE OF EXISTING SEWER PIPE/CLEANOUT TO EXTENT SHOWN.
 - REMOVE AND DISPOSE OF EXISTING WATER PIPE/VALVE TO EXTENT SHOWN.
 - EXISTING WATER METER TO REMAIN. CAP AND MARK END OF PIPE FOR FUTURE CONNECTION.
 - REMOVE AND DISPOSE OF EXISTING APPARATUS, BARK AND APPARATUS CURB.
 - REMOVE AND DISPOSE OF EXISTING GAS PIPE, VALVE AND RISER.
- NOTE:
FOR ELECTRICAL DEMOLITION SEE ELECTRICAL PLANS.
- NOTE:
GAS DEMOLITION TO BE REMOVED BACK TO PUBLIC MAIN CONNECTION. CONTRACTOR TO COORDINATE WITH PG&E FOR GAS METER REMOVAL AND THE CONTRACTOR SHALL REMOVE ALL BELOW GRADE GAS PIPING TO A POINT OF DISCONNECT COORDINATED AND APPROVED BY PG&E.

AGENCY APPROVAL:

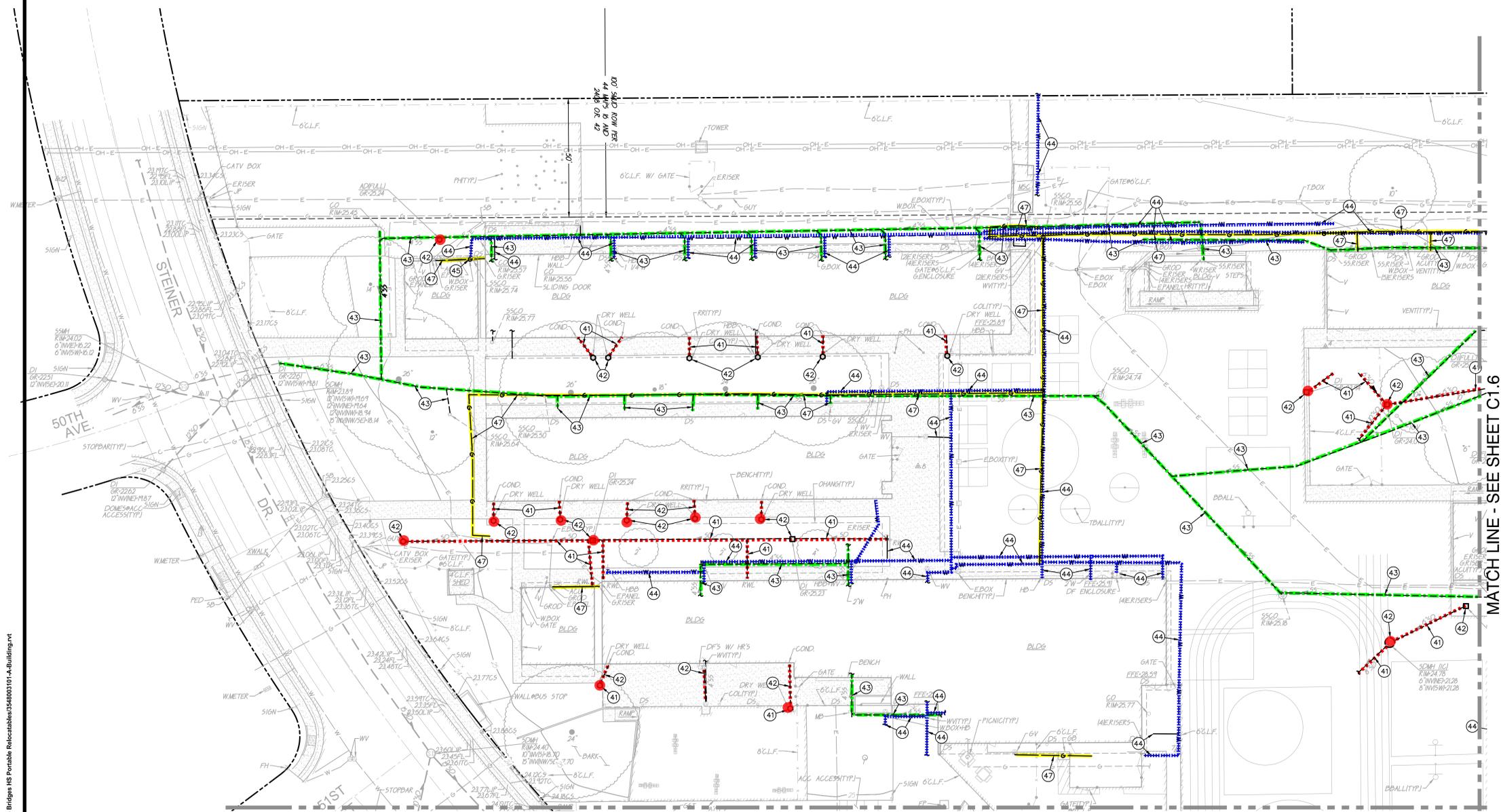


HMC Architects

R221536X00

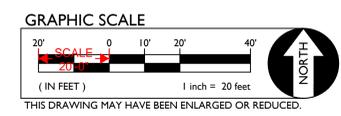
2101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916 368 7990 / www.hmcarchitects.com

ISSUE	
DESCRIPTION	DATE



MATCH LINE - SEE SHEET C1.5

MATCH LINE - SEE SHEET C1.6



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
SHEET:

C1.4

FILE NAME: 20240803101 Twelve Bridges HS Portable Relocatable354903101-A-Building.rvt
DATE: 2/2/2023 4:40:45 PM

Autodesk Docs: 20240803101 Twelve Bridges HS Portable Relocatable354903101-A-Building.rvt
2/2/2023 4:40:45 PM

AGENCY APPROVAL:



HMC Architects

R221536X00

2101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
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ISSUE	DESCRIPTION	DATE



DEMOLITION NOTES

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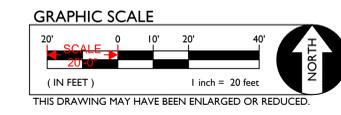
NOTE:
FOR ELECTRICAL DEMOLITION SEE ELECTRICAL PLANS.

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MATCH LINE - SEE SHEET C1.4

MATCH LINE - SEE SHEET C1.6

Legend				
Description	Label	Quantity	Unit	
	Utility Demo	Remove storm drain	544.667500	ft
	Utility Demo	Remove water line	245.620400	ft
	Utility Fixture	Remove drainage manhole	4	Count



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

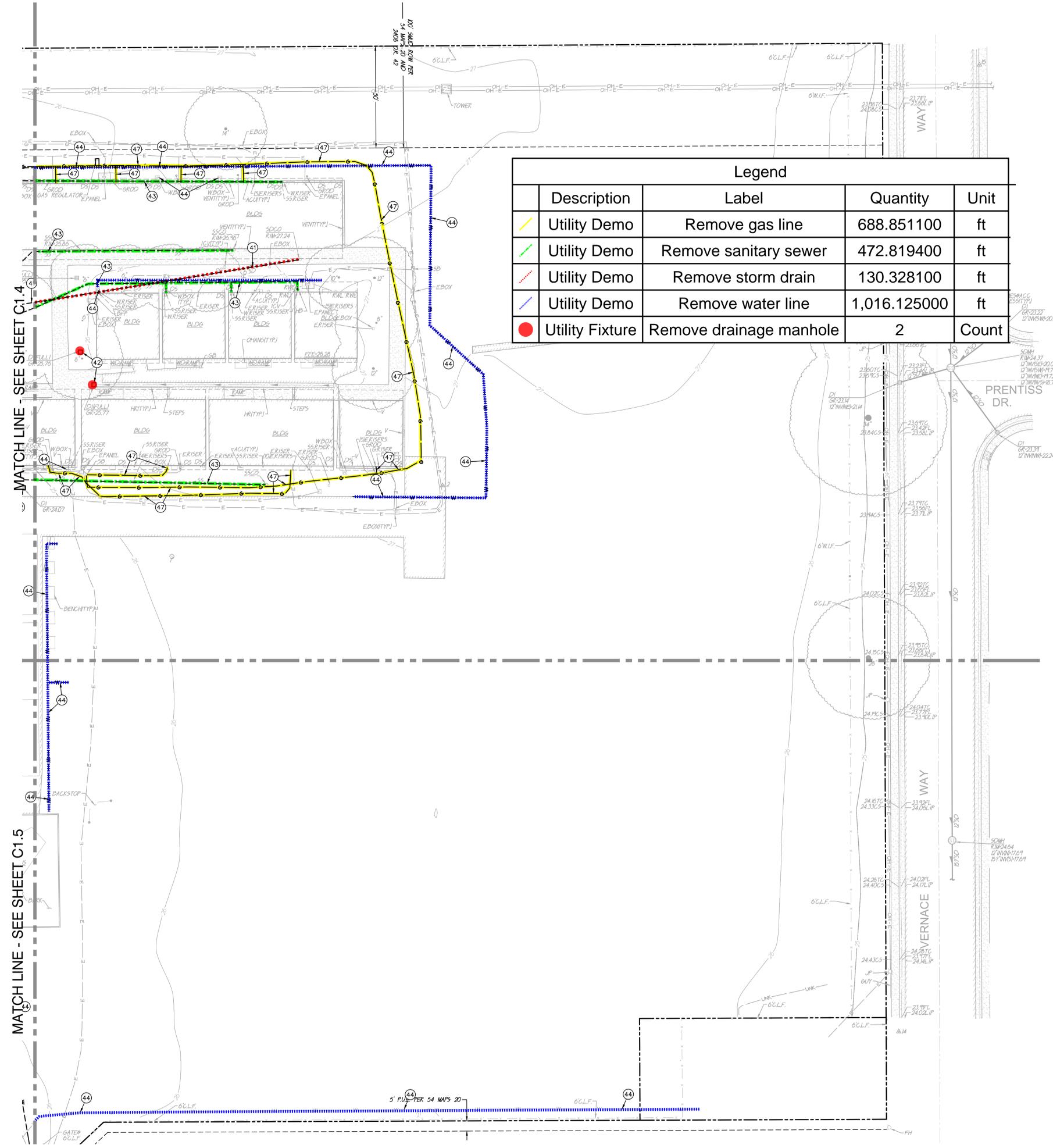
SHEET NAME:
UTILITY DEMOLITION PLAN

DATE: 03-20-2023 CLIENT PROJ NO:
SHEET:

CONSTRUCTION DOCUMENTS

C1.5

Autodesk Docs: 025460003101 Twelve Bridges HS Portable Relocatable 2546003101-A-Building.rvt 2/12/2023 4:40:45 PM



Legend			
Description	Label	Quantity	Unit
	Utility Demo	Remove gas line	688.851100 ft
	Utility Demo	Remove sanitary sewer	472.819400 ft
	Utility Demo	Remove storm drain	130.328100 ft
	Utility Demo	Remove water line	1,016.125000 ft
	Utility Fixture	Remove drainage manhole	2 Count

- DEMOLITION NOTES**
NOTE: NOT ALL OF THESE NOTES MAY BE USED ON THIS SHEET
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AGENCY APPROVAL:



HMC Architects

R221536X00

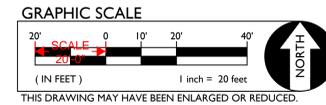
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ISSUE	
DESCRIPTION	DATE



MATCH LINE - SEE SHEET C1.4

MATCH LINE - SEE SHEET C1.5



FACILITY:
**6601 STEINER DR.
SACRAMENTO, CA 95823**

PROJECT:
NEW NICHOLAS ELEMENTARY SCHOOL

SHEET NAME:
UTILITY DEMOLITION PLAN

CONSTRUCTION DOCUMENTS

DATE: 03-20-2023 CLIENT PROJ NO:
SHEET:

C1.6



DEMOLITION, INC.

GOING | GOING | GONE

A Certified Woman Business Enterprise (WBE)

PROPOSAL

April 27, 2023

Proposal #: 23-0096-G

Ms. Jamie Kale

CORE Construction
11601 Blocker Drive, Suite 215
Auburn, CA 95603

Project: SCUSD Nicholas ES Modernization
Sacramento, CA
Scope of Work: Abatement and Demolition
Bid Documents: Plans and Specs
Addenda: Clarification #1, Clarification #2

Dear Ms. Kale,

Thank you for the opportunity to provide our quotation for the above referenced project. We propose to furnish all labor, material, equipment and disposal necessary to perform the abatement and demolition scope of work in accordance with all existing S.C.A.Q.M.D. /E.P.A. /O.S.H.A. rules and regulations.

GGG Demolition, Inc. is currently performing abatement, demolition and soil remediation projects from San Diego to Sacramento, CA. Please visit our website at www.gggdemo.com for a listing of recently completed projects and ongoing work. Some of our ongoing and recently completed projects are as follows:

Los Angeles Memorial Coliseum	Abatement and Demolition	\$ 5,500,000.00
Sacramento Community Theater	Abatement and Demolition	\$ 11,300,000.00
Sacramento Community Theater	Abatement and Demolition	\$ 8,350,000.00
Jack Murphy Stadium (Qualcomm)	Abatement and Demolition	\$ 20,000,000.00
Belvedere Middle School	Abatement and Demolition	\$ 8,850,000.00
Universal Studios Hollywood	Abatement and Demolition	\$ 4,000,000.00
LAX SAAP	Abatement and Demolition	\$ 7,500,000.00
LAX United Airlines	Abatement and Demolition	\$ 12,400,000.00
LAX Southwest Airlines T1&T1.5	Abatement and Demolition	\$ 26,700,000.00

SCOPE OF WORK

GGG Demolition, Inc. will provide all labor, material and equipment to perform the following scope of work based on Drawings by HMC Architects dated 03.20.2023, Hazardous Materials Survey by Entek Consulting Group Inc dated 04.18.2023, as-builts provided in clarification#1; and current site conditions:

ABATEMENT

ASBESTOS

Demo Wing B - Admin + Multipurpose (12,860 SF)

Floor Tile and Mastic	2,150	SF
Location - Admin area, Center Hallway, Teacher's lounge		
Floor Tile and Mastic beneath carpet	12,400	SF
Location - Classroom # K1, K2 and MPR kitchen		
Carpet Mastic	1,000	SF
Location - Admin area floor		
Vinyl sheet flooring	100	SF
Location - Kitchen floor		
Sprayed acoustical ceiling material	1,000	SF
Location : Multipurpose room stage ceiling		
Drywall and JC - drywall : ND; JC : 2%; Composite <1 % 400-point count	6,000	SF
Location : Throughout		
Window glazing putty - Composite <1 % 400-point count	200	SF
Location : Throughout exterior at windows		

Demo Wing A - Classroom Building (5,870 SF)

Floor Tile and Mastic beneath carpet	3,600	SF
Location - Classroom #5, #6		
Floor Tile and Mastic - floor tile < 1%; mastic 5%	5,400	SF
Location - Classroom #3, #4, #7		
Window glazing putty - Composite <1 % 400-point count	200	SF
Location : Throughout exterior at windows		

Classroom Building (8,720 SF)

Floor Tile and Mastic	7,200	SF
Location - Classroom #9, #12, #11		
Window glazing putty - Composite <1 % 400-point count	200	SF
Location : Throughout exterior at windows		

LEAD

Paint Stabilization and characterization at portables and main buildings	4	EA
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UNIVERSAL WASTE

Light tubes, ballasts, freons	45,550	EA
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STRUCTURE DEMOLITION

Demo Wing B - Admin + Multipurpose (12,860 SF)

Roof Tear-off	12,860	SF
Building Demo	12,860	SF
Demo SOG	12,860	SF
Demo Footings	2,205	SF

Demo Wing A - Classroom Building (5,870 SF)

Roof Tear-off	5,870	SF
Building Demo	5,870	SF
Demo SOG	5,870	SF
Demo Footings	1,275	SF

Classroom Building (8,720 SF)

Roof Tear-off	8,720	SF
Building Demo	8,720	SF
Demo SOG	8,720	SF
Demo Footings	1,920	SF

Portable Buildings

Demo Portable Building	18,100	SF
------------------------	--------	----

SITE DEMOLITION

Demo AC paving - assume 4" - pricing below	90,430	SF
Demo CMB base - assume 3" - pricing below	90,430	SF
Demo concrete walkways, ramps, stairs	25,597	SF
Demo trees	58	EA
Demo and dispose storage container	1	EA
Demo chain link fence, gates and footings - 6-8ft tall	1,970	LF
Demo and dispose concrete benches and picnic tables	6	EA
Demo and remove basketball and volleyball post and footings	6	EA
Demo curb	1,120	LF
Demo playground equipment	2	EA
Demo shed structures	1	EA
Demo and dispose concrete wheel stops	5	EA
Demo and remove light poles	2	EA
Demo signs in parking area	3	EA
Demo and dispose backstops	1	EA

Utility Demolition

Gas Line	1,447	LF
Sanitary Sewer	2,034	LF
Storm Drain Line	1,189	LF
Water Line	2,932	LF
Demo manholes and cleanouts	19	EA

MISCELLANEOUS

Mobilization	1	EA
Per Diem - 10 guys for 3 months	600	MD
Cut and Cap	25	MD
trench protection for utility chasing	1	LS
Protect Trees	15	EA
potholing	3	days
Temp power	90	days
Temp water	90	days
GPR for utility location	2	days
AQMD Notification Fee - Asbestos	1	LS
AQMD Notification Fee - Demolition	1	LS

PRICING and TERMS

- **Base Bid – \$ 1,294,500.00**
- **Schedule is 07.11.2023 – 11.13.2023 per preliminary schedule provided at bid time.**
- **Due to absence of Geotech report, GGG assumes all asphalt 4” thick with 3” thick base.**
- **Protection for trees to remain included per landscape plan.**
- **Relocation and salvage work inside buildings to be completed prior to GGG’s mobilization.**
- **Temp power and water for own work included.**
- **Proposal price is based on 1 mobilization.**
- **Payment is Net 30.**
- **GGG is a Woman Owned Business.**

CONDITIONS

1. No work related to soft or structural demolition shall begin UNTIL all utilities have been cut, capped and air gapped to clearly identify that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed to the approval of our Project Manager we will schedule our crew to begin work.
2. No work related to abatement shall begin UNTIL utilities are isolated or terminated to the approval of our Project Manager. Power distribution for our equipment will be addressed to clearly identify

that work can safely proceed. 48 hours prior to scheduled work we will confirm that these conditions are met and if work is completed we will schedule our crew to begin work.

3. A "Right To Demo" document shall be issued to us that clearly identifies that all utilities have been terminated or isolated. If needed a sample of this document can be provided to you.
4. The owner/GC must provide all water and power within close proximity of our work.
5. The quoted price reflects that all work will be done between normal working hours.
6. This proposal is based on one (1) mobilization. Additional mobilizations are \$15,000.00 each.
7. Price is contingent upon completion of our work in the most efficient manner for our crews and does not include beneficial occupancy or stacking of other trades within our work areas, nor alternating, staggering or rotating work schedules.
8. Price is also contingent on having a logistical plan that is conducive to productive load out of materials to bins and/or trucks and the use of equipment if applicable to perform our work.
9. This proposal will be part of our contract and is based on the award of all work.
10. If this project is going to use Textura for payments, there will be an added fee of 0.22% of the contract value (22 basis points) or a maximum fee of \$3,750.00. For example, the added fee for a \$1,000,000.00 contract would be \$2,200.00. A maximum fee of \$3,750.00 would apply to any contract equal to or greater than \$1,704,545.00.
11. GGG Demolition, Inc.'s Experience Modification Rate is .71%.
12. GGG Demolition, Inc. is insured with Starr for up to \$5,000,000.00.
13. Retention not to exceed 5% and to be released at the completion of our scope of work.
14. All salvage belongs to GGG Demolition, Inc. unless noted otherwise on plans or specs.
15. Concrete pavement is figured at up to 5" thick with a single mat of rebar, 12"x12" O.C. or per as-builts.
16. Building footings are figured per as-builts.

EXCLUSIONS

Excluded items must be provided by others, if required, to ensure the timely completion of our work.

1. Utility (M/E/P/S) locating, marking, isolation, disconnect, cutting, capping and/or air gapping prior to abatement and/or demolition work beginning. See conditions 1, 2 and 3 above.
2. Hazardous material removal other than what is listed in this proposal.
3. Third Party monitoring for hazardous material work.
4. Clearance sampling for hazardous material work.
5. Permits and fees other than SCAQMD.
6. Any additional applications of chemical lead-based paint removal product or similar beyond the first application. If additional applications are required, they will need to be handled on a T&M basis.
7. SCAQMD Rule 1466 requirements with the exception of adequate wetting and fugitive dust control training.
8. Unforeseen conditions.
9. Marking and/or layout (i.e., saw cut lines).
10. Survey of underground utilities prior to demolition (i.e., ground penetrating radar).
11. Survey of concrete walls prior to demolition (i.e., x-ray).
12. Surface preparation for new finishes.
13. Removal of furnishings, equipment and/or debris necessary to access our work.

14. Support or protection of existing utilities prior to or during demolition.
15. Removal of Petromat if discovered under asphalt paving.
16. Removal of Underground Storage Tanks (USTs) or underground vaults, septic tanks or cesspools.
17. Installation or adjustment of fencing/protection/barricades/railings/pedestrian canopies.
18. Patch and repair of anything unless damaged by GGG.
19. Salvaging of any items and/or equipment.
20. B-Permit work including traffic control and/or encroachment permits for offsite demolition.
21. Dewatering.
22. Trenching for other trades.
23. Earthwork, import, backfill and/or re-compaction.
24. Chasing and removal of roots extending outside of root ball.
25. Installation and/or maintenance of SWPPP.
26. Protection against inclement weather.
27. Coring and drilling.
28. Security or guards.
29. Construction signs.
30. Parking Fees.

Please do not hesitate to contact me with any questions or concerns at 714-699-9350.

Respectfully submitted,

Rohan Desai

GGG Demolition, Inc.

State Contractors Lic. #988669 A, B, C21, C22, ASB, HAZ Exp. 11-30-23

DOSH Registration No. 1100

DIR Registration No. 1000000629, Exp. 6-30-23

WBENC Certification # WOSB171762 Exp. 8-31-23



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.75% P&P Bond Value: \$ 4,987

Words: Four thousand nine hundred eighty seven Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u>1</u> Date: <u>4-11-23</u>
No. _____ Date: _____	No. <u>2</u> Date: <u>4-24-23</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: C & H Veteran ENT Scope of Work: Waste Hauler CSCB No.: N/A

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

4 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$) _____)

Words: _____

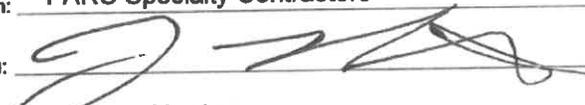
CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 04/027/2023 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: PARC Specialty Contractors

By: (Signature): 

(Typed Name): Jason Martina

As Its: (Position/Title): CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



4535 Missouri Flat Rd., Ste. 2C
Placerville, CA 95667

chadb@bandblocating.com

License# 997434
(916) 799-8904

QUOTE

Job Name: Core Const. / Nicholas ES

Contact: Jamie Kale

Date: 03.02.23

Scope of Work	Equipment Required	Hours	Rate	Total
B&B Locating, Inc. will locate, mark and map existing utilities in area outlined by Jamie Kale. The area consists of approx. 10 acres at Nicholas Elementary School in Sacramento, CA. Deliverable will be a CAD file and PDF of all findings. All marking will be in pink paint, pin flags and wood stakes where necessary.	Ground Penetrating Radar, Vivax Metrotech, Radio Detection, Magnetic Locator, Rodder and Sonde.	80	\$225/hr.	\$18,000
	Mapping: Field/Office Trimble Robotic Total Station, Auto CAD	48	\$175/hr.	\$8,400
Lump Sum				\$26,400

Disclaimer: B&B Locating, Inc. makes no, and hereby expressly disclaims all, warranties, expressed or implied, with respect to the nature, quantity or quality of the services to be performed hereunder, except to the extent of its gross negligence or willful misconduct. B&B Locating, Inc. shall not be liable to the customer for any damages as a result of its performance or failure to perform the services. . B&B Locating, Inc. is not responsible for any loss or damage caused, arising out of the use of, or reliance on the data collected or the report generated.



WHAT'S UNDERNEATH MATTERS.

UTILITY LOCATING ■ LEAK DETECTION ■ VIDEO PIPE INSPECTION ■ CONCRETE IMAGING



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.



SIM-CERTIFIED FIELD STAFF

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit SIMSPEC.ORG today for details.



NATIONWIDE FOOTPRINT

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.



CONSULTATIVE APPROACH

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.

IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION™

March 6, 2023

Client: Core Construction

Attn: Jamie Kale

jamiekale@coreconstruction.com, 323.369.9940

Project: Nicholas ES, 6601 Steiner Dr, Sacramento CA 95823

Submitted By:

Chris Sanford

213.278.4304

chris.sanford@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information. Visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

SCOPE OF WORK

We understand the scope to be to search for underground utilities in the area shaded in the map below. We will attempt to trace any utilities for which there are structures visible from the work area. Utilities will be marked on the surface using paint, flags, or other appropriate means. The client will be responsible to provide drawings or notify GPRS of any utilities known to be entering the work area for which there are no apparent surface features or structures that are visible from the work area. The areas should be laid out, marked, and cleared of obstructions prior to our arrival in order to avoid additional charges.

EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder has a copper wire encased in fiberglass. The line is pushed through accessible pipes before placing a current on the wire and the signal is then traced from the surface. The maximum traceable depth is 10' depending on the soil conditions and the maximum distance is 200'. The line can be pushed through a pipe with direct access such as a sewer line at a cleanout or a storm drain catch basin. It may not be able to be pushed through deeper pipes within manholes. Electrical conduits will not be accessed by GPRS. The signal cannot be located through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Magnetometer.** The magnetometer detects the magnetic field of a ferromagnetic object. It responds to the difference in the magnetic field between two sensors. It is interpreted in the field by listening to changes in frequency as emitted by a speaker on the device. Larger metallic objects can be located at depths of up to 10' or more but total depths will depend on the size, type, shape, and orientation of objects along with the amount of interference from other objects. For more information, please visit: [Link](#)

MAP OF SCAN AREA



PROJECT COSTS

SERVICE	DESCRIPTION	PRICE
SCANNING/FIELD MARKINGS	Described on Page 1, Prevailing Wage	\$11,500
MOBILIZATION	Local market	Included
JOB SUMMARY	PDF document with brief description of equipment used, findings, limitations, site photos sent at conclusion of every job.	Included
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link	Included
TOTAL		*\$11,500
OPTIONAL SERVICES (INITIAL IF DESIRED)		
CAD DRAWING	Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link	Initial__ \$1,400

- * This price assumes that we will be given access to perform the work during normal, weekday business hours (7am-5pm). Hours outside of these times are typically billed at time and a half.
- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
5. If this proposal is not accepted within 90 days of the date shown on Page 1 then the pricing may be subject to review.
6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: CORE Construction

Billing Address: 7150 Cascade Valley Ct, Las Vegas, NV 89128

Company Phone/Email: mattwade@coreconstruction.com PO#: _____ Job#: 22-10-029

Print Name: Matt Wade Signature  Date: 3/9/2023



QUOTE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	3/6/2023
Phone	(602) 606-8882	Quote Number	00001987
Email:	Bids@safesitellc.com	Opportunity	OP23-0642
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	6/4/2023

Customer Information

Opportunity Name	Nicholas Elementary School	Phone	323-369-9940
Contact Name	Jamie Kale	Email	jamiekale@coreconstruction.com
Account Name	CORE West Inc fka CORE Construction Services of Nevada Inc	Billing Address	7150 Cascade Valley Court Las Vegas, NV 89128-0455

Work Site Info

Site Address 6601 Steiner Drive Sacramento, CA 95823

Scope of Work

Description Designate & Map site utilities within the area depicted on the map provided. Utility locations will be captured using GPS data collectors and a 2D CAD and PDF map will be provided.

Product	Line Item Description	Sales Price	Quantity	Total Price
Utility Locating	Utility Designating	\$11,625.00	1.00	\$11,625.00
Utility Mapping	Utility Mapping: GPS Data Collection & CAD Deliverable	\$3,255.00	1.00	\$3,255.00
Lump Sum Mobilization & Travel Per Diem	Roundtrip Mobilization & Per Night Per Diem	\$4,990.00	1.00	\$4,990.00

Totals

Total Price \$19,870.00

Payment Terms (Established Customers) - Net 30 Days - Any unpaid balance remaining beyond due date will be subject to interest at an annual rate of 18% (1.5% per month).

New Customer Policy - Full payment will be required upon completion of the services via credit card that has been pre-authorized. If charges for services are anticipated to be in excess of \$1000, we will require a 35% retainer to be paid prior to commencement of services. Retainer payment can be made via check, ACH or credit card. If by credit card a 3% processing fee will be added.

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

Signature

Date

Printed Name



Misc. Electrical

103

<p>Nicholas Elementary School</p> <p><i>New Construction & Modernization</i></p>	Sac Valley Electric	Collins Electric	Hangtown Electric	Schetter Electric		
	Keven Lively	Jarred Rumley	Brian Shiles	Lance Rodrigues		
	916 231 0734	916 567 1100	916 859 0500	916 502 5471		
	k.lively@sacvalleyelectric.com	jrumley@collinselectric.com	bshiles@hangtownelectric.com	lrodrigues@schetter.com		
	COMPLETE	COMPLETE	COMPLETE	COMPLETE		
BASE PRICE TOTAL	\$164,465	\$349,240	\$121,220	\$198,360		

BASE BID

Best Value Scoring										
Base Bid Price - 50%	45	42	Not Shortlisted	Not Shortlisted						
Completeness of Bid - 25%	22	20								
Schedule Compliance - Pass/Fail	Pass	Pass								
Interview - 25%	24	22								
Total	91	84								
Base Bid	\$79,850	\$106,490	\$121,220	\$198,360						
Copper wire removal and turnover	√ \$3,887	√ \$23,888								
Move panel PC & PE	√ \$57,749	√ \$106,490								
Temp Power to Trailer Yard	√ \$22,979	√ \$55,021								
Trench/Backfill for Temp Power	√ \$57,351									



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Sac Valley Electric, Inc.

Address: 24 Blue Sky Court Suite A Sacramento, Ca 95828
Mailing Address City State Zip

Physical Address (If Different) Direct City State Zip

Telephone: 916 922-1139 916 231-0734 Fax: 916 922-1312

Contact Name: Kevin Lively Email: k.lively@sacvalleyelectric.com

State Contractor's Board No. 848435 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$ 79,850⁰⁰

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: Seventy nine thousand eight hundred fifty dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 1.25% P&P Bond Value: \$ 988⁻

Words: Nine hundred eighty eight dollars and 00/100

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u>1</u> Date: <u>4/11/2023</u>
No. _____ Date: _____	No. <u>2</u> Date: <u>4/24/2023</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: NA Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: ↓ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: NA



ALTERNATE #02 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: NA

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 26th, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: SAC VALLEY ELECTRIC, INC.

By: (Signature): [Signature]

(Typed Name): BROD KIRK

As Its: (Position/Title): PRESIDENT

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

Kurt Parriott

From: Keven Lively <k.lively@sacvalleyelectric.com>
Sent: Wednesday, May 10, 2023 2:20 PM
To: Jamie Kale
Subject: RE: Nicholas Descope Homework

R & R Panel PC	\$33,337.00
R & R Panel PE	\$24,412.00
Hookup 6 Trailers 100A Cirt	\$22,979.00
Load Demo Feeders On to District Truck	\$ 3,887.00
TOTAL	\$ 84,615.00

Keven Lively
Estimator



Sac Valley Electric, Inc.

Mailing Address: 24 Blue Sky Court, Suite A, Sacramento, CA, 95828
Office: 916-922-1139 Direct: 916-231-0734 Fax: 916-922-1312

From: Jamie Kale <jamiokale@coreconstruction.com>
Sent: Friday, May 05, 2023 2:49 PM
To: Keven Lively <k.lively@sacvalleyelectric.com>
Cc: Kurt Parriott <kurtparriott@coreconstruction.com>; Nicholas Maurer <nicholasmaurer@coreconstruction.com>; Chase Forester <chaseforester@coreconstruction.com>; Paul Salisbury <paulsalisbury@coreconstruction.com>
Subject: Nicholas Descope Homework

Hey Keven,

Thank you for your patience. Attached is your homework for the Nicholas descope. Please provide a response by Tuesday 5/9.

Have a great weekend!

Jamie Kale
Assistant Preconstruction Manager

CORE Construction | West

P: 702-794-0550 | C: 323-369-9940 | W: https://protect-us.mimecast.com/s/_JxlCOYLz1H0jxEMSEYDQY?domain=coreconstruction.com
E: jamiakale@coreconstruction.com



SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Collins Electrical Company, Inc.

Address: 1902 Channel Dr. West Sacramento CA 95691
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916-567-1100 Fax: 916-567-1292

Contact Name: Jarred Rumley Email: jrumley@collinselectric.com

State Contractor's Board No. 115427 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$106,490.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One hundred six thousand four hundred ninety dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

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No. _____ Date: _____	No. <u>2</u> Date: <u>4/24/2023</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

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Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

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SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

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If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: _____

By: (Signature): _____

(Typed Name): Marc Muzzo

As Its: (Position/Title): Branch Manager

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



3412 Metro Drive, Stockton, CA 95215 • Tel (209) 466-3691 • Fax (209) 466-3146

PROPOSAL

April 27, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1
Bid Date: 4/27/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #s: 1-2

BASE BID

\$ 106,490.00

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECI's control.

Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.



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- Temporary power will be provided by reusing Panel “PD”. A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- The new Temp. power panel will feed (7) 60A 2P job site trailers.
- CECI included (7) 60A feeders to these trailers. This includes pipe, wire & trailer Hook ups. Trenching by others.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Fire alarm system.
- Fire watch.
- Data & Phone system.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.
- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.



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- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- FORCE MAJEURE: for failure or delay to perform obligations under this agreement, which have become practically impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- ESCALATION CAUSE: In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrummy@collinselectric.com



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State License No. 115427
DIR No. 100000184
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SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK #104

SUBCONTRACTOR

Subcontractor's Firm Name: Collins Electrical Company, Inc.

Address: 1902 Channel Dr. West Sacramento CA 95691
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916-567-1100 Fax: 916-567-1292

Contact Name: Jarred Rumley Email: jrumley@collinselectric.com

State Contractor's Board No. 115427 Class Type: C10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$106,490.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One hundred six thousand four hundred ninety dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: N/A P&P Bond Value: _____

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input checked="" type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input checked="" type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u> 1 </u> Date: <u> 4/11/2023 </u>
No. _____ Date: _____	No. <u> 2 </u> Date: <u> 4/24/2023 </u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

_____ %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 -

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On 4/27/2023, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: _____

By: (Signature): _____

(Typed Name): Kevin E. Gini

As Its: (Position/Title): Co-CEO

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM



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PROPOSAL

May 10, 2023

Attention: Estimating
Project: 23SPL141 - SCUSD NICHOLAS ES BP#1 R1
Bid Date: 5/10/2023

Dear Estimator:

Collins Electrical Company, Inc. is pleased to provide an Electrical Work proposal for the above-referenced project. We acknowledge the following bid documents:

- Drawings E1.01 through E11.10 dated 3/13/2023, on file in our office.
- Specification Sections: 260000
- Addenda #s: 1-2

BASE BID	\$ 106,490.00
Add Alt.#1 Move Panels PB & PC	\$ 54,144.00
Add Alt.#2 Telecom to Job Site Trailers	\$ 55,021.00
Add Alt.#3 Trenching & Back Fill	\$ 57,351.00
Add Alt.#4 Demo Feeders	\$ 23,888.00

IMPORTANT NOTE: The construction industry is currently experiencing extremely long lead times for distribution equipment and light fixtures. The distribution equipment that we have included in this bid has a lead time of 12-16 weeks. For this reason, the distribution equipment must be released very early in the project schedule, including the possibility of early release before contracts are signed. In order for this to happen, the distribution equipment and light fixtures must be subject to an expedited submittal review and approval cycle. Collins assumes that if we are the selected electrical contractor, distribution equipment and light fixture submittal approvals and release authorizations will be expedited in order to adhere to the project schedule.

In addition, the construction industry is currently experiencing extreme volatility in the electrical basic materials markets. Copper wire, EMT conduit (and all other steel products including fittings, boxes, and supports), and PVC conduit (including fittings and elbows) are currently demonstrating large fluctuations in price, widespread shortages, and delivery lead time issues. Because of this, the pricing in this bid can be guaranteed for no more than 30 days. In addition, because of the extreme shortages of the chemicals used to manufacture PVC conduit and PVC manufacturer supply chain and production disruptions, all our suppliers are seeing severely extended lead times, and in some cases, complete unavailability. Collins Electrical Company, Inc. will make every effort to supply the needed PVC to construct the underground conduit system for this project, but please be aware that PVC conduit may be unavailable at the time of construction commencement due to factors out of CECEI's control.





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Please note the following inclusions, exclusions and clarifications as qualifications to this proposal.

Base Bid & Alternate Inclusions:

- Provide and install necessary labor, materials, and equipment required for an electrical Demo, Safe off & Temporary power per the bid documents acknowledged above.
- Base Bid - Temporary power will be provided by reusing Panel “PD”. A 400A feeder from this panel to a new 400A 208V Temp. Panel at the construction office trailer area. Please note the PLA and Union Agreements require conduit to be installed by Union Electricians.
- Base Bid - The new Temp. power panel will feed (7) 50A 2P job site trailers.
- Base Bid - CECI included (7) 50A Hook Ups to these trailers.
- Alt.#1 - As-built Drawings E2.3 & E2.4 Dated 4/3/03. Move panel “PC” 225A 208V to new location. Provide a new 225A feeder from MSB to new location. Move panel “PB” 400A 208V to new location. Provide a new 400A feeder from MSB to new location. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) for these new feeders is part of Alt.#3 price.
- Alt.#2 - Telecom to job site trailers. POC has not been determined or provided. CECI is assuming we can splice into existing fiber at existing Christy box near Panel “PD”. CECI has provided 2” PVC with fiber to temporary IDF Cabinet located at Core Constructions job site trailer. CECI has also included (12) CAT6 Cables with (6) Phone/Data Jacks to (7) trailers (84 total cables). No additional Patch Cords, WAPS, UPS etc. provided. Trenching (No Saw cutting, Asphalt, Concrete, or spoils removal included) is part of Alt.#3 price.
- Alt. #3 - CECI has included Trenching from Panel “PD” to Job Site Trailer area. This trench will also contain the 2” Data conduit & Trailer conduits. CECI has included trenching from MSB to relocated Panels “PB” & “PC”. CECI assumes this trenching will be done after site demolition. No Saw Cutting, Asphalt or Concrete removal included. No spoils removal included.
- Alt.#4 – CECI has provided the labor for removal of site feeders to be turned over to the school district for disposal.

Exclusions:

- Bonding. If a bond is required, please add 1% to bid.
- Permits and/or fees (utility, inspection, air quality control, engineering, etc.).
- Panels, Disconnects, branch wiring & lighting for the (7) job site trailers.
- Patch Cords, WAPS, UPS & Phones etc. for Alt.#2.
- Fire alarm system.
- Fire watch.
- Any allowances, and/or contingencies not specifically noted in this proposal.
- Demolition, wall/ceiling openings, and/or pole base removal.
- Mechanical and/or plumbing control equipment, devices, terminations, and/or conduit and wiring.
- Installation of duct detectors and/or differential pressure testing for duct detectors.
- Variable frequency drives, starters, and/or combination motor/starters.
- Surveying, and/or layout (walls, building lines, grades, batter boards, utilities, light standards, etc.).
- Blasting, large rock removal, and/or dewatering of any kind.



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- Landscaping, tree removal, irrigation repair, and/or repairs to existing trees.
- Saw-cutting, removal, and/or replacement of asphalt and/or concrete.
- Equipment and electrical gear pads, and/or form/finish concrete.
- Hazardous materials abatement, disposal, and/or working in or around.
- Repairs to existing sprayed on fireproofing.
- Blocking, backing, framing, fire rated enclosures, and/or ceiling/wall access doors of any kind.
- Light fixture seismic support wires.
- Costs of construction plans and specifications. Any fees or costs for (.dwg) CAD background files: Collins will require .dwg files for construction and as-built drawings.
- Temporary electricity, lighting, water, sewer, dumpsters, fencing, and/or portable toilets.
- Scaffolding and/or man/material hoists.
- Finger printing fees, parking fees, badge-identification fees, and/or drug testing costs.
- Spoils and/or trash removal from site.
- Painting other than electrical touch-up.
- Overtime, shift work, and/or premium time labor.
- Costs incurred due to unforeseen conditions.

Clarifications:

- This proposal is based on a normal (40) hour work week and our Standard Terms and Conditions.
- This proposal is valid for 30 days. See language above regarding long lead times and price volatility.
- This proposal is based upon use of industry standard, code compliant materials and methods.
- This proposal does not address any Title 24 requirements that are not specifically shown on the plans.
- This proposal letter shall be incorporated in its entirety into the Subcontract Agreement and is based upon a mutually accepted construction schedule.
- **FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Collins Electrical Co., Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Collins Electrical Co., Inc.'s reasonable control. Collins Electrical Co., Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Collins Electrical Co. Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual cost basis.
- **ESCALATION CAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Collins Electrical Co., Inc., Collins Electrical Co., Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Collins Electrical Co., Inc., as a result of material shortage or unavailability, Collins Electrical Co., Inc. shall not be liable for any additional costs or damages associated with such delay(s).





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Should you have any questions or if we may be of further assistance, please do not hesitate to call (916)567-1100.

Sincerely,

Jarred Rumley

Jarred Rumley
Corporate Estimator
Collins Electrical Co., Inc.
jrumley@collinselectric.com



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SUBCONTRACTOR PROPOSAL ("BID") FORM
SCOPE OF WORK 104 Misc Electrical

SUBCONTRACTOR

Subcontractor's Firm Name: Hangtown Electric, Inc.

Address: 11423 Sunrise Gold Circle, Suite 10 Rancho Cordova CA 95742
Mailing Address City State Zip

Physical Address (If Different) City State Zip

Telephone: 916.859.0500 Fax: 916.859.0555

Contact Name: Brian Shiles Email: bshiles@hangtownelectric.com

State Contractor's Board No. 849839 Class Type: C-10

PROPOSAL CONDITIONS

Proposers shall include in their proposals the cost of providing all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the subcontractor trade scope of work including, but not limited to, the attached scope of work and clarifications in accordance with the contract documents, specifications and industry best practice.

Proposing subcontractor confirms that it has visited the site (if necessary), read, understands, and agrees that its proposal is in compliance with all conditions defined in the Notice of Request for Proposals, attached sample Subcontractor Agreement, all insurance requirements, CORE Construction operational and safety requirements, and related Contract Documents.

Any requested changes to CORE's Subcontractor Agreement must be made in writing prior to, or at the time of submission of final pricing proposals. If no change requests are submitted, subcontractor proposer represents that by submitting its proposal that the sample Subcontractor Agreement will be executed by subcontractor without change or alteration.

Subcontractor proposer recognizes that time is of the essence in this proposed subcontract. Subcontractor agrees, that if awarded the subcontract hereunder, it will commence the work to be performed under the contract on the date set by the Contractor in its written Notice to Proceed, continuing the work with diligence and will complete all the work per the scheduled Contract Completion date and milestone date(s) as defined by the schedule.

It is understood that this proposal shall remain in effect, and may not be withdrawn, for a period of sixty (60) days from the date that bids are due to be received.

PROPOSAL ("BID") VALUE

Base ("Bid") Proposal: \$121,220.00

Base ("Bid") Proposal Shall Not Include Cost for Bid Bond, Payment & Performance Bonds

Words: One Hundred Twenty One Thousand Two Hundred And Twenty Dollars



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2.32% P&P Bond Value: \$2,820.00

Words: Two Thousand Eight Hundred And Twenty Dollars

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Notice of Request for Proposals | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Subcontractor Agreement | <input checked="" type="checkbox"/> Contract Documents - Plans |
| <input checked="" type="checkbox"/> Insurance Requirements | <input checked="" type="checkbox"/> Contract Documents - Specifications |
| <input checked="" type="checkbox"/> Textura Fee Included | <input checked="" type="checkbox"/> Contract Documents - Supplemental (If Applicable) |
| <input checked="" type="checkbox"/> Scope of Work Package | <input type="checkbox"/> Geotechnical Report (If Applicable) |
| <input checked="" type="checkbox"/> Preliminary Construction Schedule | <input checked="" type="checkbox"/> Hazardous Material Report (If Applicable) |
| <input checked="" type="checkbox"/> Logistics Plan | <input type="checkbox"/> Attended Site Visit (Optional) |

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA

CLARIFICATIONS

No. _____ Date: _____	No. <u>One</u> Date: <u>April 11, 2023</u>
No. _____ Date: _____	No. <u>Two</u> Date: <u>April 24, 2023</u>
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____
No. _____ Date: _____	No. _____ Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____

Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor’s failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, 2023, Proposer’s duly authorized officer approved and submitted this proposal.

Name of Subcontractor’s Firm: Hangtown Electric, Inc.

By: (Signature): _____

(Typed Name): Brian Shiles

As Its: (Position/Title): Chief Estimator

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL (“BID”) FORM



To Whom It May Concern

Brian Shiles is an employee for Hangtown Electric, Inc. Brian has authority to submit proposals and sign on behalf of the company.

Thank you.

Johnnie R Smith
Vice President
Hangtown Electric, Inc.

***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **February 25, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Hangtown Electric Inc DBA Mr. Electric Of Rancho Cordova
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 10080252

DETERMINATION DATE: February 25, 2022



SCHETTER ELECTRIC, LLC
Contracting and Engineering

April 27, 2023

CORE Construction
11641 Blocker Dr. #200
Auburn, CA. 95603

Attention: **Jamie Kale**

Reference: **SCUSD Nicholas Elementary Modernization Proposal Package #104 – Misc. Electrical**
Electrical Drawings Dated: 3/13/2023 and 3/14/2023
Specifications Dated: 3/31/2023
Addenda: Clarification 01 and Clarification 02
S.E.L.L.C Estimate #23-0580

Jamie,

We are pleased to offer our proposal to furnish and install the complete electrical work in accordance with the contract documents, and the accompanying electrical plans. It is a specific condition of this proposal that this letter be attached to and become a part of the subcontract. Our proposal is based on the following:

Base Bid R1: **\$198,360.00**

Alternate Add #001: Builders Risk Claim / General Liability Claim **Add \$20,000.00**

1. Our current insurance policies and limits comply with the insurance requirements for this project. Per the insurance agency no additional cost can or will be purchased.
2. This covers potential Core Construction deductibles that can be assessed of up to \$25,000.00.

Bid Package 01

Base Bid – Site Demolition:

1. Includes safe off of electrical system per E1.01 and E11.10
 - SELLC will leave the building(s) energized during hazardous material remediation.
 - After the building(s) hazardous material remediation is complete SELLC will lock out in the open position all main circuit breakers for building demolition.
 - SELLC will assist Core Construction in protecting panel PD for construction power per sheet E1.01 Keyed Note 1.
 - SELLC will assist Core Construction in protecting the existing transformer per sheet E1.01 Keyed Note 2.
 - SELLC will remove all branch conductors and cut back conduit to within 5' of pad per sheet E1.01 Keyed Note 3.
 - SELLC will coordinate and assist with the removal of wire back to pole per sheet E1.01 Keyed Note 4.
 - SELLC will remove all feeder conductors per sheet E11.10.
2. Includes disconnect and make – safe “Conductor Air Gap” or feeder conductor removal for electrical panels scheduled to be demolished by the Selective Demolition and Hazardous Material Remediation Subcontractor.
3. Exclude replacing, bringing to new grade, and new cover for existing site electrical utility pull boxes.

Base Bid – Site Temporary Power:

1. Includes direct burial AL cable from existing panel PD out to the office trailer and temp yard as seen of the logistics plan.
 - SELLC has provided 100A 2P direct burial AL cable for a total of (5) future trailer connections and (1) general contractor trailer connection. Please note that the existing panel PD is called out as being 400A, when the time comes for future construction trailers to be terminated and brought online have the installing electrical contractor review the ampacity loads and confirm that this will not overload the panel PD.



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Contracting and Engineering

- SELLC will provide a NEMA 3R pull can where these cables will be made safe for the future extension to construction trailers.
 - SELLC will provide (1) general contractor construction trailer connection. This trailer to be located within 50' of the pull box provided by SELLC for temporary power trailer connections.
2. Includes intercepting a 400A conduit(s) at the existing main switchboard for extension of direct burial AL cable out to the mass grading construction boundary. SELLC to set a UG pull box to splice this direct burial AL cable for a 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power. SELLC will also extend this direct burial AL cable out to a second 200A panel board skid (No Transformer) at the location shown on the attached PDF for temporary power.
 3. Upon completion of phase 01 SELLC will turn over the temporary power system to the general contractor. General Contractor will take full responsibility for this system at this time.
 4. Includes excavation and native backfill for electrical underground as required for a code compliant installation.
 - Exclude rock excavation.
 - Exclude dust control.
 - Exclude water truck.
 - Exclude screening of onsite material.
 - Exclude de-watering.
 - Exclude traffic and pedestrian control.
 - Exclude joint trench and road crossings.
 - Exclude excavation of lime treated material. If the site is to be lime treated SELLC must be allowed reasonable time to excavate for temporary power UG infrastructure.
 5. Exclude site temporary lighting.
 6. Exclude power for irrigation controller to ensure that the existing trees to be irrigated during construction period. SELLC assumes that hand watering by others will be the means to provide this as required.
 7. CLARIFICATION: SELLC is providing direct burial AL cables for all the temporary power. The cables will need to be abandoned in place by the electrical contractor once the project is ready for this to take place.
 8. CLARIFICATION: SELLC is utilizing the existing switchboard for temporary power and not providing a 400A 480V 3-phase electrical service per SMUD temporary construction power requirements fed from existing Nicholas ES SMUD power transformer.

Base Bid Commissioning and Testing:

1. N/A

Clarifications

1. Our standard "Terms and Conditions" is part of this proposal.
2. This proposal is based on the design criteria shown on the electrical drawings only and does not include any allowances for systems, equipment, hardware, errors, or omissions which are not shown, or could be required in excess of normal industry standards.
3. Any electrical scope of work change caused by substitutions, changes caused by other trades, or review of authorities having jurisdiction are not included in this proposal.
4. This proposal is based on a normal 40-hour work week (straight time only). All overtime and/or premium time wages are excluded.



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5. Due to the current market volatility and limited availability of some materials this proposal may require adjustment. No allowances are included for material escalations beyond the cost effect at the time of this quotation.
6. Exclude all concrete and patch back as required for installation of electrical infrastructure including but not limited to, formed, and finished concrete equipment pads.
7. Exclude engineering and design.
8. Exclude permits and fees.
9. Exclude trash removal and haul off, dumpsters and dump fees.
10. Exclude utility company charges and fees. Power, water, and communications consumption charges are not included.
11. Exclude blocking, backing, framing, and fire rated enclosures for electrical items.
12. Exclude painting of exposed electrical work.
13. Exclude sawcut, breakout, removal, and patch back.
14. Exclude offsite storage or material.
15. Exclude dewatering or any other remedial soil amendments necessitated by excavation in wet conditions.
16. Exclude offsite street cleaning.
17. Exclude compaction and testing over 90%.
18. Exclude seismic bracing system.
19. Exclude low voltage systems, Fire Alarm, EMS, CCTV, Burglar, Audio Visual, Telecom, and HVAC controls unless specifically noted in our inclusions.
20. Exclude landscaping removal and repair.
21. Exclude liquidated damages.
22. This proposal is based on today's cost of material and labor and is firm for acceptance for (30) thirty days and may be subject to a cost increase after that date. We will continually monitor the availability of labor, materials, equipment, and other items that may be impacted by COVID-19 and impacts from decisions by local authorities to suspend or reduce services that support our projects. We reserve the right to revise our proposal due to unforeseen economic changes.
23. Schetter Electric shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



SCHETTER ELECTRIC, LLC
Contracting and Engineering

24. Schetter Electric shall not be responsible for delays in manufacturing or shipping due to lack of parts or labor in today's supply chain crisis. We cannot guarantee shipping dates relayed to us from our vendors. Products are in short supply due to either unexpected levels of demand in the wake of COVID-19 or exogenous events ranging from unseasonal weather to congestion in global trade channels. Schetter Electric will do what is reasonably necessary, within our power, to have products arrive in a timely manner.

This proposal is firm for (30) days and may be subject to a cost increase after that date. We appreciate the opportunity of offering this proposal for your consideration. If you have any questions or concerns, please contact us at your convenience. We are looking forward to working with you on this project.

Sincerely,

Lance Rodrigues

Lance Rodrigues

Project Manager

Cell: 916-502-5471

Office: 916-446-2521 Ext: 3238

Logistics Plan: Nicholas Elementary New School Construction and Modernization

BP #1 - BUILDING AND SITE DEMOLITION



Legend | Activities

- Construction Entrance
- Construction Fence
- Dumpster / Recycle
- First Aid
- Construction Limits
- Access Road / Crane Road
- Temporary Toilets
- Pedestrian Traffic
- Construction Traffic
- Wash Down / Wash Out Area
- Trailer Area
- Trailer
- Parking
- Lay Down Area
- Flagger
- Abate and Demo Existing Portables
- Abate and Demo Existing Buildings

SELLC PROPOSED TEMPORARY POWER INSTALLATION FOR THE NICHOLAS ELEMENTARY SCHOOL MODERNIZATION PHASE 1

**Schedule:
Jul 2024 - Oct 2024**



SCHETTER ELECTRIC, LLC
Contracting and Engineering

Attachment "A"
Terms and Conditions

Nicholas Elementary School Phase 1
SE# 23-0580

1. The cost of any HVAC line and/or low voltage control conduit and wiring (if any) is not included in this proposal, unless we have specifically addressed it in our scope letter.
2. The cost of any permits and/or fees is not included in this proposal.
3. The costs of any bonds are not included in this proposal.
4. Conduits will be installed below and in slabs where practical and allowed by specifications. All underground and in slab conduit stub up will penetrate finish floor elevations.
5. We assume normal environmental conditions will exist at the work site. Our bid does not include expenses for hazardous conditions or dust control as defined by any toxic or environmental requirements.
6. This proposal does not include provisions for remediation of work not specifically in electrical specifications or indicated on the drawings, Fireproofing, cut, patch, painting of walls ceilings, or floors; warranty code violation, or responsibility of work normally performed by other trades is not included.
7. The cost for any civil work, including but not limited to layout, surveying, staking, and/or grading is not included in this proposal. Inspection of other work is not our responsibility. We have assumed excavation can be performed using a 580 Case backhoe; no rock excavation is included.
8. Coordination and inspection of other crafts' work and protection of our completed work is not our responsibility.
9. Any construction schedule shall be made in consultation with us, and shall provide adequate time for us to perform our work during normal working hours on an 8-hour day, 40-hour week basis. This proposal does not include provisions for any overtime.
10. Schetter Electric will guarantee our work against defects in labor or material for a period of one year from the date of substantial completion of the project, or from the date the work or portion thereof is placed into service, whichever is earlier. The exclusive remedy for said defect is that we will replace or repair any part of our work that is found to be defective during this guarantee period. Schetter Electric will not be responsible for damage to our work via improper use or operation of installed work.
11. General Contractor to furnish (2) complete sets of all contract documents to Schetter Electric at no cost before the execution of any Subcontract.
12. The General Contractor shall furnish and make available hoisting facilities, required utilities, water, temporary-power, hand washing station, and sanitation (toilet) facilities. We will dispose of debris created by our work into a General Contractor furnished trash bin at the work site.
13. The General Contractor shall furnish reasonable storage and parking facilities at the site, as well as unobstructed access to our work.
14. The General Contractor shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the jobsite, which shall include the interests of Schetter Electric.
15. Schetter Electric will maintain Worker's Compensation Insurance and Public Liability Insurance for bodily injury and property damage in an amount as specified in the contract documents. Waiver of Subrogation, Installation Floater/Builder's Risk Insurance, and Fungi, Bacteria, and all related By Products Insurance is excluded. Professional liability, insurance limits at \$500,000.
16. Indemnification and liability shall be in accordance with Article 4.6 through 4.6.3, inclusive, of AIA Document A401, Twelfth Edition, 1987, Fungi, Bacteria, and all related By Products are excluded.
17. No Damages will be accepted for delays that are encountered that are beyond Schetter Electric's control, including and without limitation to, delays and/or defaults of the Owner, Architect, Engineer, General Contractor, other subcontractors or third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to an equitable adjustment in the Subcontract amount for delays caused by the acts or negligence of the Owner, Architect, Engineer, or General Contractor.
18. The General Contractor shall reasonably assist and, submit in a timely manner, payment requests and claims in Schetter Electric's behalf. Nothing in the contract shall negate our right to be paid.
19. The General Contractor and Schetter Electric shall approve all changes, and the price or formula for establishing the price shall be agreed upon as set forth in the written change order request.
20. Nothing in the Subcontract shall be construed to require us to continue performance of our work if we do not receive timely payment for suitably performed work or suitably stored materials.
21. Retention, if any, shall not exceed that withheld from payments made on our behalf. The General Contractor shall establish a standard for monthly progress billings.
22. Schetter Electric shall be paid monthly progress payments on or before the date set by the General Contractor, or if not specifically stated in the subcontract, by the 18th of each month, for the value of our work in place, plus the materials suitably stored on or off site. Final payment shall be due 30 days following the Notice of Completion or cessation of our labor, whichever occurs first. No provisions of this agreement shall serve to void our entitlement to timely payment for any work performed or suitably stored materials.
23. Late payments will bear interest at the standard commercial rate prevailing at the site at the time payment is due.
24. Back charges, claims, disputes shall be negotiated and agreed to by Schetter Electric. This includes methods, procedures, and trial methods for resolving claims, back charges, disputes, timing methods, and location.
25. In case of any dispute, the prevailing party shall be entitled to reasonable attorney's fees, and court costs.
26. All General Contractor or Owner drug-testing programs will be complied with, however Schetter Electric has not included labor or testing expenses related to these programs.
27. Additional ceiling grid support wires as may be necessitated by fixture orientation or use of non 2x4 lay-in fixtures are by others.
28. This proposal is good for 30 calendar days from the bid date and is subject to revision after that date.



BONDING RATES & VALUE

Performance & Payment (P&P) Bond Rate: 2% P&P Bond Value: \$3,961.00

Words: _____

ACKNOWLEDGEMENTS

Subcontractor proposers shall acknowledge, by marking through the box of each applicable item, that the Base ("Bid") Proposal value includes receipt, review, and acceptance/inclusion of each of the following:

- Notice of Request for Proposals
- Sample Subcontractor Agreement
- Insurance Requirements
- Textura Fee Included
- Scope of Work Package
- Preliminary Construction Schedule
- Logistics Plan
- Instructions to Bidders
- Contract Documents - Plans
- Contract Documents - Specifications
- Contract Documents - Supplemental (If Applicable)
- Geotechnical Report (If Applicable)
- Hazardous Material Report (If Applicable)
- Attended Site Visit (Optional)

Additionally, subcontractor proposers hereby acknowledge receipt of the following addenda and/or clarifications:

ADDENDA		CLARIFICATIONS	
No. _____	Date: _____	No. <u>01</u>	Date: <u>4/11/2023</u>
No. _____	Date: _____	No. <u>02</u>	Date: <u>4/24/2023</u>
No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____
No. _____	Date: _____	No. _____	Date: _____

NAMING OF LOWER TIER SUBCONTRACTORS

Subcontractor shall provide the following list of lower tier subcontractor(s) to be utilized in the performance of its scope of work. If no lower tier subcontractors are identified, subcontractor represents that by submitting its proposal that it is self-performing all aspects of the associated scope of work.

- Name: To Be Determined Scope of Work: Excavation CSCB No.: To Be Determined
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____
- Name: _____ Scope of Work: _____ CSCB No.: _____



DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

CORE Construction strongly encourages DVBE participation in this project. The minimum established goal for this project is 3%. Percentage of Total Base ("Bid") Proposal that the subcontractor will contractually commit to utilizing certified M/WBE business in the performance of the work.

3 %

Good Faith Documentation is not required if the percentage of M/WBE commitment is equal to or greater than the minimum goal. If the percentage is less than the minimum goal, proposer must submit Good Faith Effort Documentation.

SCHEDULE COMMITMENT

Subcontractor proposers are to plan and price its base ("bid") proposal to meet the schedule provided. All necessary crews, manpower, shifts, acceleration time, premiums required to meet the schedule durations, if applicable, are to be included. CORE Construction encourages that the subcontractor proposer includes a Voluntary Alternate to provide a more "optimal" schedule duration with a reflective price if applicable.

PROPOSAL ("BID") VALUE BREAKDOWN

Subcontractor proposers should be prepared to provide a preliminary schedule of values (SOV) within 24 hours of submission. SOV should be detailed in accordance with the scope of work, contract documents, schedule, and industry best practices. Breakout labor, material, and all major equipment costs.

ALTERNATES TO BASE ("BID") PROPOSAL

If either the contract documents, or CORE Construction (will be indicated in trade specific Scope of Work) identify Alternates to be priced, subcontractor proposer shall identify all labor, material, equipment, supervision, services, taxes, insurances, license, fees, overhead, and profit, etc. necessary or incidentally required to complete the work. Alternates identified by the contract documents, or the scope of work documents may or may not be selected and should be priced accordingly.

If the Subcontractor proposer chooses to identify any voluntary alternates, either as value engineering, product substitution, and/or scope of work clarification/deviation, etc. the following lines may be used for this purpose. All required / applicable supporting documentation to support the Voluntary Alternate should be included, or noted as to follow within 24 hours, with the submission of this proposal.

ALTERNATE LISTING

ALTERNATE #01 –

Description: Builders Risk Claim / General Liability Claim

Add / Deduct (Circle One) (\$ 20,000.00)

Words: _____



ALTERNATE #02 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #03 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

ALTERNATE #04 –

Description: _____

Add / Deduct (Circle One) (\$ _____)

Words: _____

CERTIFICATION

By submitting this proposal, the subcontractor is certifying the following:

- Subcontractor, at the time of submitting its proposal, is in possession of the necessary California State License Board License with the appropriate classification. Subcontractors without a current CSLB license with the appropriate classification at the time of submission of this proposal will be disqualified immediately.
- Subcontractor's failure to follow the complete requirements of this Bid Package may result in disqualification.
- By qualifying any terms of the sample subcontractor agreement, the subcontractor understands that if CORE and the Subcontractor are unable to reach mutual agreeable terms through a good faith effort than its proposal may result in disqualification.
- By signing this Proposal Form, the Subcontractor is legally authorized to commit all resources of the company and is committing to the terms and conditions stated herein. Your signature commits acceptance and compliance with all Sections, Exhibits, Addenda, Clarifications, Etc. to this Proposal Package.

On April 27, 2023, Proposer's duly authorized officer approved and submitted this proposal.

Name of Subcontractor's Firm: Schetter Electric LLC.

By: (Signature): 

(Typed Name): Marlin Cole

As Its: (Position/Title): Vice President

*** Provide Letter of Authorization if the person signing is not an officer of the company ***

END OF SUBCONTRACTOR PROPOSAL ("BID") FORM

EXH. C - ATTACHMENT "3"
Schedule of Lease Payments

Total Contract	\$1,844,337
Annual Interest	
Rate	1.00%
Years	1
Payments Per	
Year	12
Amount	\$92,217

Payment #	Total Payment	Principal Payment	Interest Payment	Balance
1	\$7,726	\$7,650	\$77	\$84,567
2	\$7,726	\$7,656	\$70	\$76,911
3	\$7,726	\$7,662	\$64	\$69,249
4	\$7,726	\$7,669	\$58	\$61,580
5	\$7,726	\$7,675	\$51	\$53,905
6	\$7,726	\$7,682	\$45	\$46,224
7	\$7,726	\$7,688	\$39	\$38,536
8	\$7,726	\$7,694	\$32	\$30,841
9	\$7,726	\$7,701	\$26	\$23,141
10	\$7,726	\$7,707	\$19	\$15,434
11	\$7,726	\$7,714	\$13	\$7,720
12	\$7,726	\$7,720	\$6	\$0

ATTACHMENT 2



SCUSD - Nicholas ES - Schematic Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2023		Half 2, 2023		Half 1, 2024		Half 2, 2024		Half 1, 2025		Half 2, 2025								
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
0	SCUSD - Nicholas ES - Schematic Schedule	644 d	Thu 1/19/23	Wed 7/30/25																			
1	Design & Preconstruction	255 d	Thu 1/19/23	Fri 1/19/24																			
2	Programming	1 d	Thu 1/19/23	Thu 1/19/23																			
5	Schematic Design (SD)	22 d	Thu 1/19/23	Fri 2/17/23																			
17	Design Development (DD)	90 d	Thu 2/2/23	Thu 6/8/23																			
30	BP#1 Construction Documents (CD)	4 d	Thu 3/30/23	Tue 4/4/23																			
33	Inc #1 Construction Documents (CD)	33 d	Thu 3/30/23	Mon 5/15/23																			
34	Develop CD Site Drawings	33 d	Thu 3/30/23	Mon 5/15/23																			
35	QAQC CD Site	1 d	Mon 5/15/23	Mon 5/15/23																			
36	Inc #2 Construction Documents (CD)	85 d	Mon 4/17/23	Tue 8/15/23																			
37	Develop CD Bldg Drawings	63 d	Mon 4/17/23	Fri 7/14/23																			
38	<i>50% CD Docs Due</i>	<i>0 d</i>	<i>Fri 5/26/23</i>	<i>Fri 5/26/23</i>																			
39	50% CD Estimate	15 d	Tue 5/30/23	Mon 6/19/23																			
40	50% CD Constructability Review	15 d	Tue 5/30/23	Mon 6/19/23																			
41	50% Schedule Update	15 d	Tue 5/30/23	Mon 6/19/23																			
42	<i>Submit 50% CD Estimate</i>	<i>0 d</i>	<i>Mon 6/19/23</i>	<i>Mon 6/19/23</i>																			
43	Review 50% CD Estimate with District	5 d	Tue 6/20/23	Mon 6/26/23																			
44	QAQC CD Bldg	1 d	Fri 7/14/23	Fri 7/14/23																			
45	95% CD Page-Turn with District - Inc #2	22 d	Mon 7/17/23	Tue 8/15/23																			
46	Inc #1 Site DSA Review & Back Check	45 d	Mon 5/15/23	Wed 7/19/23																			
47	<i>Site DSA Submittal Docs Due - Inc #1</i>	<i>0 d</i>	<i>Mon 5/15/23</i>	<i>Mon 5/15/23</i>																			
48	Site DSA Submittal Review	30 d	Tue 5/16/23	Tue 6/27/23																			
49	<i>Receive Site DSA Review Comments</i>	<i>0 d</i>	<i>Tue 6/27/23</i>	<i>Tue 6/27/23</i>																			
50	Incorporate Site DSA Review Comments	10 d	Wed 6/28/23	Wed 7/12/23																			
51	Site DSA Back-Check	5 d	Thu 7/13/23	Wed 7/19/23																			
52	<i>Site DSA Approval</i>	<i>0 d</i>	<i>Wed 7/19/23</i>	<i>Wed 7/19/23</i>																			

Task Summary Deadline Progress
 Milestone Project Summary Critical



SCUSD - Nicholas ES - Schematic Schedule

ID	Task Name	Duration	Start	Finish	2023		2024		2025																										
					Half 1	Half 2	Half 1	Half 2	Half 1	Half 2																									
					D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
106	<i>Issue Invitation to Quality (ITQ)</i>	0 d	Tue 10/17/23	Tue 10/17/23																															
107	Subcontractor Prequalification Review	20 d	Wed 10/18/23	Tue 11/14/23																															
108	Prepar Bid Packages / Scopes of Work	20 d	Wed 10/18/23	Tue 11/14/23																															
109	<i>Legal Notice</i>	0 d	Tue 11/14/23	Tue 11/14/23																															
110	<i>Issue Request for Proposals (RFP)</i>	0 d	Tue 11/14/23	Tue 11/14/23																															
111	Inc #2 Sucontractor Bidding	25 d	Wed 11/15/23	Thu 12/21/23																															
112	Subcontractor Bidding Period	24 d	Wed 11/15/23	Wed 12/20/23																															
113	Site Walk	1 d	Mon 11/20/23	Mon 11/20/23																															
114	RFI Deadline	1 d	Thu 11/30/23	Thu 11/30/23																															
115	Issue Final Addendum Placeholder	1 d	Wed 12/6/23	Wed 12/6/23																															
116	Bids Due	1 d	Thu 12/21/23	Thu 12/21/23																															
117	Inc #2 Guaranteed Maximum Price (GMP Inc #2)	58 d	Fri 12/22/23	Thu 3/14/24																															
118	Develop GMP Inc #2	15 d	Fri 12/22/23	Mon 1/15/24																															
119	Subcontractor Interviews for GMP Inc #2	6 d	Wed 1/3/24	Wed 1/10/24																															
120	CORE Reconcile Approved Drawings w/ Bidders	10 d	Mon 1/22/24	Fri 2/2/24																															
121	SCUSD Review of GMP Inc #2	5 d	Mon 2/5/24	Fri 2/9/24																															
122	CORE/SCUSD Review & Finalize GMP Inc #2	4 d	Mon 2/12/24	Thu 2/15/24																															
123	Finalize GMP Inc #2 for Board Agenda	5 d	Fri 2/16/24	Thu 2/22/24																															
124	<i>SCUSD Board Meeting (Target March 14???, 2024)</i>	0 d	Thu 3/14/24	Thu 3/14/24																															
125	<i>Notice to Proceed (Anticipated) GMP Inc #2</i>	0 d	Thu 3/14/24	Thu 3/14/24																															
126	Permitting	80 d	Tue 5/16/23	Thu 9/7/23																															
127	Non-DSA Permits	80 d	Tue 5/16/23	Thu 9/7/23																															
128	Obtain Off-site Improvements Permit	80 d	Tue 5/16/23	Thu 9/7/23																															
129	Obtain Encroachment Permit	20 d	Thu 8/10/23	Thu 9/7/23																															
130	Construction	539 d	Fri 6/16/23	Wed 7/30/25																															
131	Site & Demolition	394 d	Fri 6/16/23	Mon 1/6/25																															

Task Summary Deadline Progress

Milestone Project Summary Critical



Nicholas Elementary School
New Construction & Modernization
 Sacramento City USD

GMP BP#1 Abatement & Demo

Prepared on: May 26, 2023

#	Description		Base Price
	GENERAL		\$345,363
GEN1	Temporary Facilities		\$187,185
GEN3	Temporary Utilities		\$158,178
	DEMOLITION / OFF-SITE INFRASTRUCTURE		\$692,000
3	Selective Demolition & Hazardous Material Remediation		\$692,000
	SITE WORK (ROUGH)		\$50,895
7	Survey & Staking		\$25,000
10	Qualified SWPPP Practitioner (QSP)		\$25,895
	SITE WORK (FINISH)		\$0
	STRUCTURE		\$0
	ENCLOSURE		\$0
	INTERIOR FINISHES		\$0
	SPECIALTIES		\$0
	EQUIPMENT		\$0
	MEP SYSTEMS		\$164,465
103	Misc. Electrical		\$164,465

Construction Subtotal (Direct Costs)		\$1,252,723
---	--	--------------------

	CONTINGENCIES & ALLOWANCES		SUB TOTAL
3.0%	Contractor Construction Contingency		\$37,582
3.0%	Owner Contingency		\$37,582

Construction Subtotal w/ Contingency		\$1,327,887
---	--	--------------------

RATE	GENERAL CONDITIONS		SUB TOTAL
LS	General Conditions		\$400,000

Construction Subtotal w/ General Conditions		\$1,727,887
--	--	--------------------

RATE	INSURANCE & BONDS		SUB TOTAL
1.50%	Project Insurance		\$27,666
1.50%	Subcontractor Default Insurance		\$19,919
0.68%	Payment and Performance Bond		\$12,542

Construction Subtotal w/ Insurance & Bonds		\$1,788,014
---	--	--------------------

RATE	DEVELOPER'S FEE		SUB TOTAL
3.15%	Lease-Lease-Back Fee		\$56,323

Total - Construction Costs		\$1,844,337
-----------------------------------	--	--------------------

	Total Base Price	
Total - Construction Costs Incl. Owner Contingency		\$1,844,337

ATTACHMENT 4

Exhibit D-1, Special Conditions, Appendix C

***Geologic Hazards and Geotechnical
Engineering Report***

**NEW NICHOLAS ELEMENTARY SCHOOL
CAMPUS**

6601 Steiner Drive
Sacramento, California
MPE No. 06034-01



December 16, 2022
Revised February 28, 2023

ATTACHMENT 4

Geologic Hazards and Geotechnical Engineering Report

NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive

Sacramento, California

MPE No. 06034-01

TABLE OF CONTENTS

INTRODUCTION	1
Scope of Services	1
Figures and Attachments	2
Proposed Development	3
FINDINGS.....	3
Site Description	3
Site History	4
GEOLOGIC SETTING	5
Regional Geology and Structure	5
Site Geology	5
Subsurface Soil Conditions	6
Groundwater	7
REGIONAL SEISMICITY	7
Faulting.....	7
Historic Seismicity	9
Coseismic Ground Deformation	10
Site Class.....	11
Seismic Code Parameters	11
Primary Seismic Hazards.....	12
Secondary Hazards	14
Foundation and Structural Support.....	18
Expansive Soils.....	19
Suitability of On-site Soils for Use as Fill.....	20
Excavation Conditions	20
Soil Corrosion Potential	20
Permanent Groundwater	22
Seasonal Water	22
Erosion and Winterization.....	23

ATTACHMENT 4

Geologic Hazards and Geotechnical Engineering Report

NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive

Sacramento, California

MPE No. 06034-01

TABLE OF CONTENTS

RECOMMENDATIONS.....	23
Site Clearing.....	24
Site Preparation and Over-Excavation.....	25
Engineered Fill Construction	27
Utility Trench Backfill.....	28
Foundation Design.....	29
Interior Floor Slab Support.....	31
Floor Slab Moisture Penetration Resistance.....	32
Exterior Flatwork	33
Site Drainage	33
Pavement Design	34
Future Services.....	38
FIGURES	
Vicinity Map.....	Figure 1
Regional Geologic Map.....	Figure 2
Site Plans	Figures 3a and 3b
Logs of Soil Borings	Figures 4 through 26
Unified Soil Classification System	Figure 27
Geologic Cross Sections.....	Figures 28 through 31
Regional Fault Map	Figure 32
Earthquake Epicenter Map.....	Figure 33
FEMA Flood Map	Figure 34

APPENDIX A – General Project Information, Field and Laboratory Test Results

APPENDIX B – Guide Earthwork Specifications

APPENDIX C – Output files from the EQFAULT program

APPENDIX D – Output of LiqSVs Liquefaction Analyses

APPENDIX E – References

APPENDIX F – SPT Hammer Energy Measurements



REDDING
530-246-9499 p
530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Geologic Hazards and Geotechnical Engineering Report
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS

6601 Steiner Drive
Sacramento, California
MPE No. 06034-01
December 16, 2022
Revised February 28, 2023

INTRODUCTION

We have completed a Geologic Hazards and Geotechnical Engineering Report for the proposed new Nicholas Elementary School campus to be constructed within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California. The purposes of our study have been to investigate the site, soil, groundwater, geologic and seismic conditions at the site, and to prepare Geologic and Geotechnical Engineering conclusions and recommendations for use by the other members of the design team in preparing project plans and specifications for the proposed project. This report presents the results of our work.

SCOPE OF SERVICES

Our scope of work included the following:

1. Site reconnaissance;
2. Review of the following plans:
 - the selective pages of the Town Hall presentation, provided via e-mail on October 10, 2022 (referred to, hereinafter, as the Presentation);
 - *Topographic Survey* (referred to, hereinafter, as the Topographic Survey) and *Utility Survey*, prepared by WCE and dated August 8, 2022; and,
 - Architectural and Structural Plans for the existing north classroom building, prepared by Koblick & Fisher (referred to, hereinafter, as the Original Plans) and dated July 3, 1957; and,

- Architectural and Structural Plans for the existing Wing A and Wing B buildings, prepared by William Koblick (referred to, hereinafter, as the Wings A and B Plans) and dated December 9, 1960;
- 3. Review of available historic aerial photographs, topographic maps and groundwater information of the area;
- 4. Review of geologic maps and fault maps;
- 5. Review of historic seismicity within 100 kilometers (km) of the site;
- 6. Subsurface exploration, including the drilling, logging, and sampling 23 exploratory soil borings to approximate maximum depths of 5 to 50 feet below existing ground surface (bgs) within areas proposed for the structures;
- 7. Collection of bulk and in-situ soil samples at various depths within the borings;
- 8. Laboratory testing of selected soil samples;
- 9. Engineering analyses; and,
- 10. Preparation of this report.

FIGURES AND ATTACHMENTS

Figure	Title	Figure	Title
1	Vicinity Map	28-31	Geologic Cross-Sections
2	Regional Geologic Map	32	Regional Fault Map
3a - 3b	Site Plans	33	Earthquake Epicenter Map
4 - 26	Logs of Soil Borings	34	FEMA Flood Map
27	Unified Soil Classification System		

Appended to this report are:

- Appendix A - General information regarding project concepts; exploratory methods used during our field investigation; and laboratory test results not included on the boring logs.
- Appendix B - *Guide Earthwork Specifications* that may be used in the preparation of contract documents.
- Appendix C - Output files from the EQSEARCH program.
- Appendix D - Output of LiqSVs Analyses.
- Appendix E - A list of references cited.

- Appendix F – SPT Hammer Energy Measurements

PROPOSED DEVELOPMENT

Based on our review of the Presentation, we understand the proposed project will include the removal of existing Nicholas Elementary School campus improvements and construction of new campus. The proposed project entails the construction of numerous new buildings with an overall footprint of approximately 52,598 square feet. It is anticipated that the proposed buildings will be single-story structures, involving wood- or steel-framed construction, supported on the conventional foundation system, with concrete slab-on-grade floors. Concrete masonry unit (CMU) load bearing walls may be utilized in the construction of some of the buildings. Structural loads were not available at the time this report was prepared. However, based on our previous experience, it is anticipated that structural loads will range from light to moderate. Associated development is anticipated to include construction of soccer field, hard courts, playgrounds, asphalt concrete (AC) and Portland cement concrete (PCC) pavements, exterior flatwork, underground utilities, and typical landscaping.

Grading plans were not available at the time we prepared this report; however, for the purposes of preparing this report and based on the relatively level site topography, we anticipate earthwork cuts and fills of up to three feet in depth will be constructed to achieve final pad elevations.

FINDINGS

SITE DESCRIPTION

The project site is within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California. The approximate location of the project is north latitude 38.5075° and west longitude 121.4436°.

The site is generally bounded to the north and south by single-family residential developments; to the east by Vernace Way, beyond which is single-family residential development; and, to the west by Steiner Drive, beyond which are single-family residential development and a church. On the dates of our investigation, the western and central

portions of the site were occupied by existing school buildings, an existing parking lot, hard courts, and exterior flatwork. The eastern and southern portions of the site were occupied by grass covered sport fields and landscaped areas. Fence lines and mature trees were noted throughout the site. Evidence of numerous underground utilities were noted throughout the site. High voltage overhead powerlines, with east-west orientation, were noted in the northern portion of the site.

Topography across the site is essentially level with surface elevations range from +25 feet relative to mean sea level (msl) to +27 feet msl, based on review of the Topographic Survey. Portions of the USGS map containing the site and vicinity, is included with this report as Figure 1.

SITE HISTORY

The project site history was compiled based on review of historical aerial photographs (dated 1947, 1957, 1964, 1966, and 1984) and Google Earth images (dated 1993, 1998, 2002 through 2016 and 2018 through 2022).

The site was an undeveloped land at least until 1957. Buildings A, B, C, D, E, F, and two classroom buildings in the area of Building G are visible on the 1964 photograph (See Figure 3b). Five classroom buildings in the area of Building G are visible on the 1966 photograph. On the 1984 photographs, five classroom buildings in the area of Building G are removed. One classroom building in the area of Building G is present. One classroom building is added to the west of Building A. More classroom buildings are added to the Building G on the 1993 photograph. Building K, two classroom buildings, and power lines in the northern portion of the school are visible on the 2002 photograph. Two more classroom buildings added in the area of Building H and two classroom buildings are removed on the area of Building G on the 2004 photograph. Hard courts are removed on the July 2014 photograph. Hard courts are present on the March 2015 photograph. The site remained essentially unchanged since March 2015.

GEOLOGIC SETTING

REGIONAL GEOLOGY AND STRUCTURE

The project site lies in the northern portion of the Great Valley geomorphic province of California. The Great Valley is an alluvial plain, approximately 50 miles wide and 400 miles long, between the Coast Ranges to the West and Sierra Nevada geomorphic provinces to the East. Within the northern portion, the Great Valley is drained by the Sacramento River, which enters San Francisco Bay. The eastern border is the west-sloping Sierran bedrock surface, which continues westward beneath alluvium and older sediments. The western border is underlain by east-dipping Cretaceous and Cenozoic strata that form a deeply buried synclinal trough, lying beneath the Great Valley along its western side.

SITE GEOLOGY

The California Geological Survey (CGS) *Preliminary Geologic Map of the Sacramento 30'x60' Quadrangle, California*, indicates the project site is underlain by the Middle to Late Pleistocene Middle Unit of Riverbank Formation (Map Symbol: Qr₂), described as arkosic alluvium, sand with and silts, forming alluvial terraces, and dissected alluvial fans (Figure 2).

The United States Department of Agriculture, Natural Resources Conservation Service website (<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>), indicates the site is underlain by San Joaquin Urban land complex (Map symbol 219), 0 to 2 percent slopes. The soil profile consists of silt loam to a depth of 23 inches, underlain by clay loam to a depth of 28 inches, over indurated to a depth of 54 inches, over stratified sandy loam to a loam to a depth of 60 inches.

“The soils are somewhat limited for the construction of dwellings without basement, small commercial buildings, and local roads and streets due to shrink/swell potential. Soils are very limited to shallow excavations predominantly due to the shallow depth of thick cemented pan. Soils are very limited to lawns and landscaping predominantly due to the high density of the soils and shallow depth of thick cemented pan. Soils are anticipated to exhibit “high” corrosion potential to steel and “low” corrosion potential to concrete”.

SUBSURFACE SOIL CONDITIONS

Asphalt concrete (AC) pavement sections were encountered in five borings drilled. Table 1 below summarizes the approximate pavement sections encountered at each boring.

Table 1 - Pavement Sections

Test Boring	AC Thickness, inches	AB Thickness, inches
D1	3	4½
D2	2¾	4
D4	3	4
D5	4	4
D15	3	4¼
D21	3¾	3½
D22	3	3¾
D23	3	3½

Fill soils were encountered in three test borings (D10, D15, and D16). Fill soils consist of sandy gravels (D10) and sandy silts (D15 and D16). Fill soils extend to depths of ½ foot to 2 feet bgs.

In general, native soils encountered in the test borings consist of predominantly sandy silts to depths of 9½ to 17½ feet bgs. In the western portion of the site (area of the existing improvements) these soils have relative densities of medium dense to very dense. In the eastern portion of the site (area of the grass covered sport fields, Borings D10 through D13 and D18 through D20) relative densities of these soils are very loose to loose to depths of 1 foot bgs to 3 feet bgs, and medium dense to very dense below. These sandy silts were underlain by interbedded layers of medium dense poorly graded sands, dense silty sands, very stiff fat clays, and medium dense to dense sandy silts to the maximum depth explored 50 feet bgs. Partially cemented soils were encountered at various depths in every boring drilled.

For soil conditions at a specific location, please refer to the Logs of Soil Borings (Figures 4 through 26). An explanation of the symbols and classification system used on the Logs is presented on Figure 27. Graphic illustrations of the subsurface conditions encountered in the borings are presented on the geologic cross-sections (Figures 28 through 31).

GROUNDWATER

At the time of the drilling, on November 21, 2022, groundwater was encountered in borings D3 and D9 at depths of 45 feet bgs and 49½ feet bgs, respectively. On November 22, 2022, groundwater was measured in borings D3 and D9 at depths of 36 feet bgs and 37 feet bgs, respectively.

Review of the *Depth to Groundwater Maps* produced by the California Department of Water Resources for the period from 2011 through 2021 indicates that the depth to groundwater ranged from 35 to 45 feet bgs.

Groundwater levels may fluctuate beneath the site depending on the time of year and rainfall amounts. Therefore, groundwater conditions presented in this report may not be representative of those which may be encountered during or subsequent to construction.

REGIONAL SEISMICITY

FAULTING

The project site is not located across the mapped trace of any known fault, nor was there any indication of surface rupture or fault-related surface disturbance at the site during our review of aerial photographs, site reconnaissance, or geotechnical investigation.

The site is not located within an Alquist-Priolo Earthquake Fault Zone as currently designated by the State of California (DMG Special Publication No. 42, revised 1997). The nearest Earthquake Fault Zone is the Green Valley Fault System, located approximately 42 miles (68 kilometers) southwest of the project site. A Regional Fault Map (Figure 32) is included with this report.

According to the United States Geological Survey (USGS), 2008 National Seismic Hazard Maps – Source Parameters website, (https://earthquake.usgs.gov/cfusion/hazfaults_2008_search/query_main.cfm), the closest Type A or Type B fault to the site is the Great Valley 4a, Trout Creek Fault, located approximately 30.2 miles (48.6 kilometers) west of the project site.

Using the USGS Earthquake Hazards Program, 2008 National Seismic Hazard Maps-Source Parameters, we have prepared Table 1 containing CGS Class A and B faults and fault rupture segments within 62 miles (100 kilometers) of the site that are considered capable of producing earthquakes with maximum moment magnitudes (M_{wMAX}) 6.5 or greater. The maximum magnitude value represents the maximum earthquake believed possible for each fault.

Table 2 - Faults and Fault Rupture Segments Influential to Nicholas Elementary School Site

Fault Name	Maximum Magnitude (M_w)	Distance To Site Miles (Kilometers)
Great Valley 4a, Trout Creek	6.6	30.2 (48.6)
Great Valley 4b, Gordon Valley	6.8	31.1 (50.1)
Great Valley 5, Pittsburg Kirby Hills	6.7	32.8 (52.8)
Great Valley 3, Mysterious Ridge	7.1	35.1 (56.5)
Green Valley Connected	7.0	40.9 (65.8)
Hunting Creek-Berryessa	7.1	41.1 (66.1)
Greenville Connected	7.0	48.0 (77.2)
West Napa	6.7	49.5 (79.7)
Great Valley 7	6.9	53.5 (86.1)
Mount Diablo Thrust	6.7	54.2 (87.3)
Calaveras; CN	6.87	56.7 (91.3)
Calaveras; CN+CC+CS	7.03	56.7 (91.3)
Calaveras; CN+CS	7.0	56.7 (91.3)
Hayward-Rodgers Creek; RC+HN+HS	7.33	60.9 (98.0)
Hayward-Rodgers Creek; RC+HN	7.19	60.9 (98.0)
Hayward-Rodgers Creek; HN+HS	7.0	60.9 (98.0)
Hayward-Rodgers Creek; HN	6.5	60.9 (98.0)
Great Valley 2	6.5	60.9 (98.0)
Hayward-Rodgers Creek; RC	7.07	61.2 (98.5)

CN Calaveras North
 CC Calaveras Central
 CS Calaveras South
 RC Rodgers Creek
 HN Hayward North
 HS Hayward South

The Foothills Fault system (Geodetic zone of distributed shear (C Zone) # 1) utilized in the preparation of the USGS 2008 National Seismic Hazard Maps is located approximately 30 miles east of the site. Minimum and maximum moment magnitudes of 6.5 and 7.6, respectively, were assigned to this zone by the USGS.

Review of the CGS California Fault Activity Map of California (2010) database indicates that the nearest fault to the site with the activity in the Holocene is the Dunnigan Hills (Zamora) Fault located approximately $28\frac{1}{4}$ miles (45.5 kilometers) northwest from the site. The nearest fault to the site with the activity in Quaternary time is the Midland Fault located approximately $21\frac{1}{4}$ miles (34.5 kilometers) southwest from the site. The closest mapped fault to the site is the concealed Pre-Quaternary Willows Fault Zone located approximately $3\frac{1}{2}$ miles ($5\frac{3}{4}$ kilometers) east from the site.

In general, and for larger earthquake scenarios, the magnitude that is utilized for reporting to the public (and for site hazard assessment) is the moment magnitude. The moment magnitude is based on the scalar seismic-moment of an earthquake determined by calculation of the seismic moment-tensor that best accounts for the character of the seismic waves generated by the earthquake. The scalar seismic-moment, a parameter of the seismic moment-tensor, can also be estimated via the multiplicative product rigidity of faulted rock x area of fault rupture x average fault displacement during the earthquake (USGS, 2008). Results of a hazard deaggregation conducted utilizing USGS Unified Hazard Tool indicates that the mode (modal) magnitude earthquake for the site is 5.5. This is the moment magnitude that should be used for site hazard assessment purposes.

HISTORIC SEISMICITY

Seismological data regarding significant historical earthquakes affecting the site was obtained using the commercially available software program EQSEARCH (Blake, 2000; database updated 2022). The EQSEARCH database was developed by extracting records of events greater than magnitude 5.0 from the DMG Comprehensive Computerized Earthquake Catalog, and supplemented by records from the USGS; University of California, Berkeley; the California Institute of Technology; and, the University of Nevada at Reno. A search radius of 62 miles (100 kilometers) was specified for this analysis. A historic earthquake epicenter map showing earthquakes (magnitude 5 or greater) within the project region is presented as Figure 33.

A review of the historical earthquake data indicates that the most significant earthquake shaking (acceleration) experienced at the project site occurred during the 1892 Vacaville-Winters earthquake sequence. The source of these events is attributed to the Midland Fault. The estimated magnitudes of these events ranged from 5.5 to 6.4 and they produced estimated site peak ground accelerations of 0.084 to 0.106 g. The closest epicenter is located approximately 20.6 miles (33.2 kilometers) southwest of the site. An examination of the tabulated EQSEARCH data suggests that the project site has experienced maximum ground shaking equivalent to Modified Mercalli Intensity VII¹ as the result of these earthquakes.

Among the most recent earthquakes, the 2000 Yountville (Mw=5.0) and the 2014 South Napa (Mw=6.0) events produced estimated site peak ground accelerations of 0.031g and 0.055g, respectively.

The number of earthquakes greater than Mw 5.0 within a 62 mile (100 kilometer) radius of the site is presented in the following table.

TABLE OF MAGNITUDES AND EXCEEDANCES	
Earthquake Magnitude	Number of Times Exceeded
5.0	15
5.5	10
6.0	5

Output files from the EQSEARCH program are included in Appendix C.

COSEISMIC GROUND DEFORMATION

The California State Legislature passed the Seismic Hazards Mapping Act (SHMA) in 1990 (Public Resources Code Division 2, Chapter 7.8) as a result of earthquake damage caused by the 1987 Whittier Narrows and 1989 Loma Prieta earthquakes. The purpose of the SHMA is

¹ VII – Very Strong: Damage is negligible in buildings of good design and construction; but slight to moderate in well-built ordinary structures; damage is considerable in poorly built or badly designed structures; some chimneys are broken. Noticed by motorists.

to protect public safety from the effects of strong ground shaking, liquefaction, landslides, or other ground failure, and other hazards caused by earthquakes (California Geological Survey [CGS] Special Publication [SP] 117).

There are currently three State designated Seismic Hazard Zone maps for Sacramento County.

SITE CLASS

Based on the SPT testing conducted in two soil borings drilled during our investigation, it is our opinion that Site Class D (N=29 for Boring D3 and N=21 for Boring D9, Formula 20.4-2 ASCE 7-16) is most applicable to the soil conditions on site.

SEISMIC CODE PARAMETERS

Section 1613A of the 2022 edition of the CBC references ASCE Standard 7-16 for seismic design. The following seismic parameters were determined based on the site latitude and longitude using the web interface (<https://seismicmaps.org/>) provided by the Structural Engineers Association of California (SEAOC) in association with the California Office of Statewide Health Planning and Development (OSHPD) that uses the USGS web services to retrieve pertinent seismic design data. The seismic design parameters summarized in the following table may be used for seismic design of the proposed improvements.

The values provided below may be utilized for design of the proposed structures provided the Exceptions defined in Section 11.4.8 are conformed to. If the Exceptions defined in Section 11.4.8 are not conformed to, a site-specific ground motion analysis will be required per ASCE 7-16.

Table 3 – 2019/2022 CBC/ASCE 7-16 Seismic Design Parameters*

Latitude: 38.6528° N Longitude: -121.3457° W	ASCE 7-16 Table/Figure	2019/2022 CBC Table/Figure	Factor/ Coefficient	Value
Short-Period MCE at 0.2	Figure 22-1	Figure 1613.2.1(1)	S _s	0.554 g
1.0 Period MCE	Figure 22-2	Figure 1613.3.1(2)/ Figure 1613.2.1(3)	S ₁	0.249 g
Soil Class	Table 20.3-1	Section 1613.2.2	Site Class	D

Latitude: 38.6528° N Longitude: -121.3457° W	ASCE 7-16 Table/Figure	2019/2022 CBC Table/Figure	Factor/ Coefficient	Value
Site Coefficient	Table 11.4-1	Table 1613.2.3(1)	F_a	1.357
Site Coefficient	Table 11.4-2	Table 1613.2.3(2)	F_v	2.102
Adjusted MCE Spectral Response Parameters	Equation 11.4-1	Equation 16-36/ Equation 16-20	S_{MS}	0.752 g
	Equation 11.4-2	Equation 16-37/ Equation 16-21	S_{M1}	0.523 g
Design Spectral Acceleration Parameters	Equation 11.4-3	Equation 16-38/ Equation 16-22	S_{DS}	0.501 g
	Equation 11.4-4	Equation 16-39/ Equation 16-23	S_{D1}	0.349 g
Seismic Design Category	Table 11.6-1	Table 1613.2.5(1)	Risk Category I to IV	D
	Table 11.6-2	Table 1613.2.5(2)	Risk Category I to IV	D

* Calculated using USGS computer program U.S. Seismic Design Maps and the site latitude and longitude.

MCE – Maximum Considered Earthquake

g – Acceleration due to gravity

The site modified peak ground acceleration PGA_M (Equation 11.8-1, ASCE 7-16) is 0.318 g.

Site-specific ground response and ground motion hazard analyses, and/or time history analyses were not part of our work scope.

PRIMARY SEISMIC HAZARDS

Seismic Hazards

No active or potentially active faults are known to cross the project site as indicated by the published geologic maps or aerial photographs reviewed for this project. The project site is not located within an Earthquake Fault Zone, or designated seismic hazard zone; therefore, a site-specific ground motion analysis is not warranted. The project site is located within an area of moderate seismic activity; however, design of

the structure in conformance with the 2019 or 2022 editions of the California Building Code (Title 24 of the California Code of Regulations, Chapter 16A), should be sufficient to prevent significant damage from ground shaking during seismic events resulting from movement on any of the faults or fault systems discussed in this report.

Seismic Sources

Several faults exhibiting activity in the Quaternary time are mapped within 62 miles (100 kilometers) of the project site. These faults and fault systems, their Maximum Magnitude Earthquakes (M_{wmax}) and distances to the project site are listed within the FAULTING section of this report. Hazard deaggregation indicates that the causing faults contributing to the estimated site PGA are Foothills Fault System, Great Valley Fault System, and Hunting Creek-Berryessa Fault System.

The Foothills Fault System is regarded as a Geodetic zone of distributed shear (C Zone) that is based on poorly constrained Quaternary slip rates across the Bear Mountain and Melones Fault Zones (CDMG, 1996; Woodward-Clyde Consultants, 1978). Wakabayashi and Smith (1994) describe the Foothills Fault Zone as lacking evidence of active crustal shorting and note that deformation along the east side of the Central Valley is extensional or transtensional.

The Great Valley Fault System extends from the southern San Joaquin Valley in Kern County northward into Tehama County and serves as the boundary between the Coast Range and the Great Valley Geomorphic Provinces of California. It is characterized by a zone of low-angle, or blind thrust, and reverse faults that do not rupture the ground surface during sizable earthquake events. Although not exposed at the surface, regional studies have suggested that the Great Valley Fault System may be comprised of 18 to 25 segments that range in length from 7 to 35 miles (11.2 to 56.3 kilometers) – with most segment lengths measuring between 12 and 19 miles (19.3 to 30.6 kilometers). Several notable earthquake events have occurred along segments of the Great Valley Fault System, including: the 1892 Mw 6.4 and 6.2 Winters-Vacaville earthquakes, 1983 MW 6.5 Coalinga earthquake, and the 1985 MW 6.1 Kettleman Hills earthquake.

The Hunting Creek-Berryessa is a Holocene dextral strike-slip fault system associated with the larger San Andreas fault system. The Hunting Creek-Berryessa fault system extends from the vicinity of Wilson Valley south-southeast to the Cedar Roughs area west of Lake Berryessa. The fault zone is divided from north to south into the Wilson, Hunting Creek, and Lake Berryessa sections. The Hunting Creek-Berryessa fault system is expressed as a zone of discontinuous fault traces as much as 3.5 km wide. The Hunting Creek-Berryessa fault system locally is delineated by geomorphic evidence of Holocene dextral strike-slip displacement, predominantly along the Hunting Creek fault, which comprises the Hunting Creek section (Bryant, 1982). An investigation by Steffen, Robertson, and Kirsten, and Woodward-Clyde Consultants (1983 #5310) demonstrated latest Pleistocene and probable Holocene displacement along traces of the Hunting Creek fault. Slip rate of between 1 and 5 mm/yr assigned for the fault sections.

Surface Fault Rupture

No known faults are mapped crossing the immediate vicinity of the site. The site does not lie within an Earthquake Fault Zone as currently designated by the State of California and no evidence of surface faulting was observed during our historical aerial photography review, site reconnaissance, or geotechnical investigation. It is our opinion that the potential of fault-related surface rupture at the site is low.

Seismic Risk

Hazard deaggregation indicates that the causative faults contributing to the estimated site PGA are Foothills Fault System (M=6.0 event), Great Valley Fault System (M=7.24 event), and Hunting Creek-Berryessa Fault System (M=7.51 event). The calculated mode magnitude is 5.5.

SECONDARY HAZARDS

Liquefaction

Liquefaction is a soil strength and stiffness loss phenomenon that typically occurs in loose, saturated cohesionless soils as a result of strong ground shaking during earthquakes. The potential for liquefaction at a site is usually determined based on

the results of a subsurface geotechnical investigation and the groundwater conditions beneath the site. Hazards to buildings associated with liquefaction include bearing capacity failure, lateral spreading, and differential settlement of soils below foundations, which can contribute to structural damage or collapse. The site is not located within a State Designated Seismic Hazard Zone for liquefaction.

Modelling of the soil conditions encountered in the borings D3 and D9 using the LiqSVs software, utilizing SPT data, historically high depth to groundwater of 35 feet bgs, site ground motion of 0.32g, and modal earthquake magnitude of 5.5 indicates low potential for liquefaction beneath the site. Output files of LiqSVs software are presented in the Appendix D.

Cyclic Softening of Clay and Clay-like Soils

Cyclic softening of clay soils commonly understood as the reduction in soil stiffness and strength due to repeated cyclic loading. This phenomenon is typically observed in soft, saturated soils with Plasticity Index (PI) above 7. The fat clay soils encountered beneath the site are very stiff based on the penetration resistance. Therefore, it is our opinion the potential for cyclic softening occurring beneath the site is very low.

Lateral Spreading

Liquefaction-induced lateral spreading is defined as the finite, lateral displacement of gently sloping ground as a result of pore pressure build up or liquefaction in a shallow underlying deposit during an earthquake. Lateral spreading usually occurs on gently sloping ground exposed to a slope or free face. Based on essentially level site topography and a low potential for liquefaction beneath the site, it is our opinion that the potential for lateral spreading at the site is very low.

Seismically Induced Settlement

The site is not located in a Seismic Hazard Zone for liquefaction as designated by the state of California, which delineates areas of historical occurrence of liquefaction or local geological, geotechnical and groundwater conditions indicating a potential for permanent ground displacement.

Modelling of the soil conditions encountered in the borings D3 and D9 using the LiqSVs software, utilizing SPT data, historically high depth to groundwater of 35 feet bgs, site ground motion of 0.32g, and modal earthquake magnitude of 5.5 indicates no seismic settlement of saturated soils.

Dry sand seismic settlement can be evaluated using the method of Pradel (1998). This method is a simplified method based on earlier work by Tokimatsu and Seed (1987) applicable to sands.

Conservatively, total and differential seismic settlements of ¼-inch and ⅛-inch in 40 linear feet, respectively, should be anticipated for the design. Output files of LiqSVs software are presented in the Appendix D.

Subsidence & Hydrocollapse

Regional subsidence occurs when large areas of land sink in response to withdrawal of groundwater, petroleum, or natural gas. According to a review of the *Areas of Land Subsidence in California Map* (California Water Science Center), the site is not currently located within an area of land subsidence from groundwater pumping, peat loss, or oil extracting our opinion, the site is not located in an area subject to high subsidence, due to the absence of factors and conditions needed to cause subsidence (excessive withdrawal of groundwater, petroleum, or natural gas).

According to the *Safety Element of County of Sacramento General Plan* the project site is located in the area with medium to high potential for subsidence.

Landslides and Slope Stability

The site is not located in a Landslide Hazard Zone as designated by the State of California. Considering the essentially flat site topography, the potential for development of the landslides or slope instability is negligible.

Tsunami

The project site is well inland and there are no significant bodies of standing water near the site; therefore, the potential for tsunamis influencing the site is negligible.

Seiche

There are no significant bodies of standing water near the site; therefore, the potential for seiches influencing the site is negligible.

Flood/Dam Inundation

The site is not located within a Special Flood Hazard Area (SFHA) as designated by the Federal Emergency Management Agency (FEMA). According to the Flood Insurance Rate Maps (FIRM), Map Number 06067C0190H, published by FEMA, with an effective date of August 16, 2012, the proposed site improvements lie within Zone X, Areas with reduced flood risk due to levee. It is our opinion the site has a low risk of flooding (Figure 34).

Review of the maps published by Sacramento Area Flood Control Agency indicates the site is not located in the area of inundation due to the levee failure.

Review of the Dam Breach Inundation Map Web Publisher, maintained by Department of Water Resources, indicates that the site is not located in the area prone to inundation due to the dam failure.

According to the *Safety Element of County of Sacramento General Plan* the project site is located in the Folsom Dam failure inundation area.

Volcanic Hazard

Review of the USGS *Map of Potential Hazards from Future Volcanic Eruptions in California* (Miller, 1989), shows the project site is approximately 73 miles (117 kilometers) east-southeast of Clear Lake Volcanic Area, the closest volcanic area indicated. The closest known area of the Quaternary volcanic eruption (Sutter Buttes)

is 52 miles (84 kilometers) north of the site. Based on the above information, it is our opinion that a potential for volcanic hazard affect the site is very low.

Naturally Occurring Asbestos (NOA)

Asbestos is the generic term for the naturally occurring fibrous (asbestiform) varieties of six silicate minerals. Asbestos also refers to an industrial product obtained by mining and processing deposits of asbestiform minerals. According to California Geological Survey Open-File Report 2000-19, *A General Location Guide for Ultramafic rocks in California-Areas More Likely to Contain Naturally Occurring Asbestos* (2000), and the USGS Open-File Report 2011-1188, *Reported Historic Asbestos Mines, Historic Asbestos Prospects, and Other Natural Occurrences of Asbestos in California* (2011), the project site does not lie within an area mapped as containing Naturally Occurring Asbestos (NOA) or ultramafic rock in outcrop.

Radon Gas

Sections 307 and 309 of the [Indoor Radon Abatement Act of 1988 \(IRAA\)](#) directed EPA to list and identify areas of the U.S. with the potential for elevated indoor radon levels. EPA's Map of Radon Zones assigns each of the 3,141 counties in the U.S. to one of three zones based on radon potential. Sacramento County and the project site are located in Zone 3 for radon potential. Zone 3 counties have a predicted average indoor radon screening level less than two pCi/L and are indicated to have a Low Potential for radon.

CONCLUSIONS

FOUNDATION AND STRUCTURAL SUPPORT

The site contains existing foundations, slabs-on-grade, exterior flatwork, pavements, and underground utilities; therefore, proper clearing and removal of existing improvements and proper backfilling of excavations is very important to provide adequate and uniform structural support. Demolition of existing improvements, and site clearing operations will disturb the surface and near-surface soils creating loose and variable soil conditions; therefore, we will recommend all disturbed and/or loose soils within building pad and all site

structural areas be over-excavated and replaced with properly moisture conditioned and compacted engineered fill to promote more uniform support for the planned slab-on-grade structures, foundations, pavements, concrete flatwork, and associated improvements.

Also, very loose to loose soils encountered in the eastern portion of the site will not provide adequate support for the proposed improvements. These soils will have to be removed to an estimated depth of 3 feet below existing site grades. The removal of these soils can be achieved by combination of over-excavation and scarification/recompaction in place.

It should be noted the soils exposed immediately beneath existing slabs-on-grade, exterior flatwork, and pavements may be wet, soft or unstable requiring additional over-excavation to expose a firm base or a stabilized subgrade on which to begin engineered fill placement.

Specific recommendations for processing and re-compaction are presented in the SITE PREPARATION AND OVER-EXCAVATION section of this report.

Our work indicates that undisturbed and re-compacted native soils and engineered fill, properly placed and compacted in accordance with the recommendations of this report, will be capable of supporting the proposed structure and associated improvements.

Provided the over-excavation, processing, and re-compaction of on-site disturbed soils is performed as recommended, we estimate total static settlements of foundations to be one inch with differential settlements to be approximately ½-inch in 40 linear feet. In our opinion, the majority of any initial static settlements will occur during construction. We do not anticipate long-term secondary static settlements to occur, based on the soil conditions and the recommended re-compaction.

EXPANSIVE SOILS

Laboratory testing of the on-site soils indicates they possess a very low to a low expansion potential when tested in accordance with the ASTM D4829 test method (see Figures A1 and A2). Expansion potential of on-site soils should not be a factor in the design and construction of the proposed improvements. Specific recommendations for placement of on-site soils as engineered fill are presented in this report.

SUITABILITY OF ON-SITE SOILS FOR USE AS FILL

The on-site soils are considered suitable for use as engineered fill materials, provided these materials are free from concentrations of organic debris (roots and root balls), over-size rock, rubble, debris, rubbish, or other deleterious materials and are at the proper moisture content for compaction. Removal of rubble, debris, and organic debris from on-site soils may require laborers handpicking the fill materials, and/or screening prior to allowing the soils to be re-used as fill.

EXCAVATION CONDITIONS

Based on our field investigation, the on-site soils should be readily excavatable with conventional earthmoving and trenching equipment typically used in the area. Excavations encountering the variably cemented soils will be slower to excavate; although, special trenching and excavation equipment are not anticipated for this project.

In general, we anticipate soil sidewalls for most site excavations will remain stable at near-vertical inclinations for short periods of time without significant caving, unless perched water and/or seepage is encountered, or saturated and/or low cohesion sandy soils are encountered or the exposed soils are allowed to dry. Excavations encountering perched water and seepage will be susceptible to sloughing or caving upon excavation or if left open for an extended period of time requiring sloped excavations and other stabilization methods.

Excavations deeper than five feet that will be entered by workers should be sloped and/or braced in accordance with current OSHA regulations. The contractor must provide an adequately constructed and braced shoring system in accordance with federal, state and local safety regulations for individuals working in an excavation that may expose them to the danger of moving ground. If material is stored or heavy equipment is operated near an excavation, stronger shoring would be needed to resist the extra pressure due to the superimposed loads.

SOIL CORROSION POTENTIAL

Representative soil samples were submitted to Sunland Analytical Lab, Inc. for testing to determine pH, resistivity, and sulfate and chloride concentrations to help evaluate the

potential for corrosive attack upon reinforced concrete. Results of the corrosion testing performed by Sunland Analytical Lab are summarized in the Table 4.

Table 4 – Soil Corrosivity Testing

Analyte	Test Method	Sample Identification	
		D8 @ 0-2'	Do @ 0-2'
Soil pH	CA DOT 643 Modified*	6.90	6.44
Minimum Resistivity	CA DOT 643 Modified*	1,340 Ω-cm	1,420 Ω-cm
Chloride	CA DOT 417	28.7 ppm	38.2 ppm
Sulfate	CA DOT 422	36.6 ppm	15.5 ppm

* = Small cell method
 Ω-cm = Ohm-centimeters
 ppm = Parts per million

The California Department of Transportation Corrosion Technology Section, Office of Materials and Foundations, Corrosion Guidelines Version 3.0, March 2018, considers a site to be corrosive to foundation elements if one or more of the following conditions exists for the representative soil and/or water samples collected: a chloride concentration greater than or equal to 500 ppm, sulfate concentration greater than or equal to 2000 ppm, or the pH is 5.5 or less. Based on this criterion, the on-site soils are not considered corrosive to reinforced concrete. Table 19.3.1.1 – Exposure Categories and Classes, American Concrete Institute (ACI) 318-19, Section 19.3, as referenced in Section 1904.1 of the 2019 CBC, indicates the severity of sulfate exposure for the samples tested is “not a concern”. Ordinary Type I-II Portland cement is considered suitable for use on this project, assuming a minimum concrete cover is maintained over the reinforcement.

Mid Pacific Engineering, Inc. are not corrosion engineers. Therefore, to further define the soil corrosion potential at the site, or to determine the need or design parameters for cathodic protection or grounding systems, a corrosion engineer should be consulted.

Import fills, if used for construction, should be sampled and tested to verify the materials have corrosion characteristics within acceptable limits and generally should be similar to the tested on-site soils.

PAVEMENT SUBGRADE QUALITIES

Based on the results of laboratory testing, majority of the near-surface soils consist of silts which when tested in accordance with California Test (CT) 301 are good quality materials for the support of asphalt concrete pavements possessing Resistance (“R”)-value of 41, (see Figure A3). Based upon the test results, and considering the natural variation in soils, it is our opinion that an R-value of 25 is considered appropriate for design of pavements at the site.

PERMANENT GROUNDWATER

Due to the anticipated depth to groundwater, permanent groundwater should not be a significant factor in the design and construction of the proposed improvements at this site. However, it is possible that perched or seepage water may be present within excavations, depending upon the time of year when construction takes place due to surface water becoming trapped over the on-site cemented soils.

SEASONAL WATER

The near-surface soils also may be in a near-saturated condition during and for a significant time following the rainy season due to rain water being unable to penetrate through the underlying cemented soils below existing site grade. Earthwork operations attempted following the onset of the rainy season and prior to prolonged drying will be hampered by high soil moisture contents. Heavy, prolonged rainfall events will promote high soil moisture contents and increase the potential for trapped water over impermeable soil layers that could further affect grading operations. If grading operations are to proceed shortly after the rainy season, and before prolonged periods of warm dry weather, the near-surface soils and soils to be used as engineered fill including trench backfill may be at moisture contents where significant and prolonged aeration or lime-treatment may be required to dry the soils to a moisture content where the specified degree of compaction can be achieved. The contractor should anticipate the additional time and effort necessary to achieve a compactable moisture content.

Perched or seepage water may be present within excavations, depending upon the time of year when construction takes place. The need for dewatering of excavations can best be

determined during site work when subsurface conditions are fully exposed. Localized dewatering, if required, can likely be accomplished by using sump pumps.

Seasonal moisture and landscape irrigation will result in high soil moisture contents below interior floor slabs throughout their lifetime. Moisture vapor penetration resistance should be a significant consideration in design and construction of interior floor slabs.

EROSION AND WINTERIZATION

The near-surface on-site soils generally consist of silts. In our opinion, the undisturbed soils may be susceptible to erosion by surface run-off that occurs during intense rainfall. As a minimum, erosion control measures including placement of straw bale sediment barriers or construction of silt filter fences in areas where surface run-off may be concentrated would be prudent. The project civil engineer should develop a site-specific erosion and sediment control plan based upon their site grading and drainage plan and the anticipated construction schedule.

All excavation and fill (if any) slopes should be protected from concentrated storm water run-off to minimize potential erosion. Control of water over the slopes may be accomplished by constructing small berms at the top of the slope, constructing V-ditches near the top of the slope, or by grading the area behind the top of the slope to drain away from the slope. Ponding of surface water at the top of the slope or allowing sheet flow of water over the top of the slope should be avoided.

RECOMMENDATIONS

The project is in a preliminary stage of development; therefore, we consider it essential that our office review site, grading, and structural foundation plans to verify the applicability of the following recommendations, perform additional investigations, and provide supplemental recommendations, as conditions dictate.

Our recommendations are contingent upon our office performing the recommended plan reviews and providing a letter indicating that the recommendations of this report are applicable to the proposed construction. Grading plans were not available; therefore, we have assumed that excavations and fills of up to three feet for development of the planned

improvements. The recommendations contained in this report are based upon this assumption.

The recommendations presented below are appropriate for typical construction in the late spring through fall months. The on-site soils likely will be saturated by rainfall in the winter and spring months, and will not be compactable without drying by aeration or the addition of lime (or a similar product) to dry the soils. Should the construction schedule require work to continue during the wet months, additional recommendations should be provided by the Geotechnical Engineer retained to provide services during project construction.

Our review of available historical photographs provides a limited site history. Therefore, unknown buried structures or remnants of former structures may be present on-site and may be encountered during construction. If encountered, these structures should be removed and the resulting cavities or holes should be backfilled with properly moisture conditioned and compacted engineered fill as described in this report.

SITE CLEARING

Initially, all structural areas of the site should be cleared of demolition debris and rubble, foundations, slabs-on-grade, exterior flatwork, pavements, underground utilities scheduled for removal, undocumented fill soils, vegetation, and any deleterious materials to expose firm and stable soil conditions as identified by our on-site representative. Trees designated for removal should include the rootball and all surface roots larger than ½-inch in diameter.

Where practical, the clearing should extend a minimum of five feet beyond the limits of the proposed improvements and structural areas of the site. Existing underground utilities located within proposed building pad should be completely removed and/or rerouted as necessary. Utilities located outside the building area should be properly abandoned (i.e., fully grouted provided the abandoned utility is situated at least 2½ feet below the final subgrade level to reduce the potential for localized “hard spots”).

Backfill of the existing utilities which are not scheduled for the removal should be tested to determine if backfills possess minimum compaction requirements.

Adequate removal of debris, rubble, and tree roots may require laborers and handpicking to clear the subgrade soils to the satisfaction of our on-site representative.

Depressions resulting from clearing operations and any other loose, disturbed, soft or otherwise unstable materials should be removed to expose a firm, undisturbed soils prior to backfilling with properly placed and compacted engineered fill to restore the areas back to the required grades.

It is essential that our representative be present during clearing operations to verify adequate removal of existing and former improvements, and determine the need for over-excavation of disturbed soil areas. It is essential that excavations resulting from clearing operations be left as shallow dish-shaped depressions for proper location and to allow proper access with compaction equipment during grading operations. If clearing and removal of structures takes place without direct observation by the Geotechnical Engineer, or depressions are not left open as recommended, deeper cross-ripping and/or over-excavation of the disturbed areas, building pads or structural areas affected will be required.

SITE PREPARATION AND OVER-EXCAVATION

Provided MPE is present during clearing operations and the excavations for removal of subsurface elements are left as dish shaped depressions so that our representative can verify adequate and complete removal, pad preparation can proceed as recommended below. If this is not the case and MPE is not present during site clearing operations or if excavations are backfilled without our observation and testing, all building and structural pads (building/structural area plus five feet beyond) will require deeper processing and/or over-excavation and re-compaction.

The contractor should anticipate additional sub-excavation, backfilling and reworking of the areas containing existing or former structures. We recommend construction bid documents contain a unit price (price per cubic yard) for additional excavation of unsuitable materials and replacement with engineered fill.

The depth and lateral extent of site disturbance in the areas of the existing improvements is not yet known; therefore, it will be essential that our office be present on-site to observe the site conditions during the clearing to determine the depths and lateral extents of sub-excavations required to provide uniform structural support. As a minimum, all disturbed areas will require sub-excavation to depths that will expose firm, undisturbed native soils. Actual depths will vary, but sub-excavations of least one to three feet should be anticipated.

Following site clearing operations, the bottoms of all excavations and sub-excavations should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density.

All other structural areas should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. The extent of scarification and compaction should extend a minimum of three feet horizontally beyond the proposed structural improvements lines. The compacted subgrades must be in a stable and unyielding condition for proper structural support.

Special care should be taken when compacting near to the existing structures to prevent damage to the existing structures. Vibratory compaction should not be used near the existing structures.

Remnants of Former Construction

The potential exists that remnants from former construction and loose and/or unstable, undocumented fills associated with former site development may be present on the site and extend deeper than the recommended depth of ripping and/or sub-excavations. If loose or unstable fills are exposed during compaction operations, those areas exhibiting instability should be excavated to expose a firm base and backfilled with engineered fill. Our representative should be present during the grading operations to identify and verify adequate removal of exposed structures and loose fills and observe and test proper backfilling of required excavations.

Eastern Portion of the Site (Area of the Existing Grass Covered Sport Fields)

Due to the presence of very loose to loose soils, this area should be over-excavated to a minimum depth of two feet below existing site grades, the exposed subgrade should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. The resulting excavation should be backfilled with engineered fill to the proposed grades.

MPE should review the final plans to verify the applicability of these recommendations and determine the need for revised recommendations.

Compaction operations should be undertaken with a heavy, self-propelled, sheepsfoot compactor (Caterpillar 815, or equivalent-size compactor) and should be performed in the presence of our representative who will evaluate the performance of the subgrade under compactive load and identify loose or unstable soils that could require additional excavation and/or compaction. Loose, soft, or unstable soils, as identified by our representative in the field, should be cleaned out to firm, undisturbed and stable soils, as determined by our representative, and should be restored to grade with engineered fill compacted in accordance with the recommendations of this report. Difficulty in achieving subgrade compaction or unusual soil instability may be indications of loose fill associated with past subsurface items. Should these conditions exist, the materials should be excavated to check for subsurface structures and the excavations backfilled with engineered fill. We recommend construction bid documents contain a unit price (price per cubic yard) for all excess excavation due to loose, soft, or unsuitable materials and replacement with engineered fill.

ENGINEERED FILL CONSTRUCTION

Engineered fill should be placed in horizontal lifts not exceeding six inches in compacted thickness. Engineered fill should be brought to at least two percent above the optimum moisture content and compacted to at least 90 percent of the maximum dry density as determined by ASTM D1557. Compaction operations should be undertaken with a heavy, self-propelled, sheepsfoot compactor capable of providing proper compaction to the full depth of each lift of fill. Additional passes with the compactor shall be added, as required by the Geotechnical Engineer, to achieve a firm, stable and unyielding subgrade condition. Compactive effort should be applied uniformly across the full width of fill construction. Care must be taken when compacting at the edges of the over-excavations, to ensure that the fills are uniformly tied into the adjacent sloping ground by benching into undisturbed native soil. Each lift of engineered fill should be properly benched into adjacent side slopes, if present, to remove loose soils and promote uniformity.

The on-site soils will be suitable for use as engineered fill if the materials are at a workable moisture content and free of rubbish, rubble, debris and concentrations of organics, and have a maximum particle size of three inches or less. Hand picking of exposed roots,

rubbish, debris, and over-sized material should be performed by the Contractor to adequately clear the grades and properly prepare and clear the soils proposed as fill, prior to use.

Imported fill material, if required, should consist of well-graded granular soils or well-graded aggregates with a Plasticity Index of 15 or less, an Expansion Index of 20 or less and should have no particles greater than three inches in maximum dimension. Clean, open graded gravels (such as crushed rock or pea gravel) and other such materials are not acceptable for fill construction. The contractor also should supply appropriate documentation for imported fill materials indicating the materials are free of known contamination and have corrosion characteristics within acceptable limits. The imported materials should be sampled, tested, and approved before being transported to the project site. Samples should be submitted to the Geotechnical Engineer at least two weeks prior to planned importation to the site.

The upper six inches of pavement subgrades and exterior slab subgrades supporting vehicle loadings should be uniformly compacted to at least 95 percent of the ASTM D1557 maximum dry density, and must be stable under construction traffic prior to placement of aggregate base. Final subgrade processing and compaction should be performed just prior to placement of aggregate base, after construction of underground utilities is complete.

Site preparation should be accomplished in accordance with the recommendations of this section and the *Guide Earthwork Specifications* provided in Appendix B. It is essential that a representative from our office be present on a nearly full-time basis during site preparation and all grading operations to verify complete removal of undocumented fills and/or unstable soil deposits, to observe the earthwork construction, perform compaction testing and verify compliance with our recommendations and the job specifications.

UTILITY TRENCH BACKFILL

Utility trench backfill should be mechanically compacted in maximum six-inch lifts. Trench backfill should be brought to uniform moisture content above the optimum moisture and each lift mechanically compacted to at least 90 percent of the maximum dry density. The upper six inches of trenches in pavement areas should be compacted to at least 95 percent of the maximum dry density. Jetting of trench backfill as a means of compaction is not acceptable. We recommend that native soil be used as trench backfill within the perimeter

of the building foundations to help minimize soil moisture variations beneath the structure. The native soil backfill should extend at least three feet horizontally beyond perimeter foundation lines. We recommend that underground utility trenches that are aligned nearly parallel with foundations be at least three feet laterally from the outer edge of foundations, wherever possible. As a general rule, trenches should not encroach into the zone extending outward at a 1:1 (horizontal to vertical) inclination below the bottom of the foundations. In addition, trenches parallel to foundations should not remain open longer than 72 hours. The intent of these recommendations is to prevent loss of both lateral and vertical support of foundations, resulting in possible settlement.

Pipe bedding, shading and trench backfill and compaction within municipal streets should conform to jurisdictional requirements.

FOUNDATION DESIGN

We are providing design soil values for the analysis of proposed foundations, and suggested minimums for dimensions, but only from a Geotechnical Engineering perspective. The project Structural Engineer should determine final foundation design width and depth dimensions as well as concrete strength and reinforcing requirements, based on their specific structural design, which should include an appropriate factor of safety applied to the overall design.

Total and differential settlements (static and seismic) of 1¼-inches and ⅝-inch in 40 linear feet, respectively, should be anticipated for the design of the proposed foundations.

Provided the building pads are over-excavated and re-compacted as recommended, the proposed structures may be supported upon continuous and/or isolated spread foundations extending at least 12 inches into the prepared building pad, or at least 12 inches below lowest adjacent soil grade, whichever is deeper. Continuous foundations should be at least 12 inches wide; isolated foundations should be at least 24 inches wide. Foundations must be continuous around the perimeter of the buildings to help minimize moisture migration beneath the structure.

The following bearing pressure values may be used for shallow spread and continuous foundation design. The weight of foundation concrete extending below grade may be disregarded in sizing computations. The recommended factors of safety for various

Allowable Stress Design (ASD) load combinations are presented in Table 4 below for the design in accordance with 2019/2022 CBC 1605A.1.1, assuming the structure would be designed for a system overstrength factor (Ω_0) of 3. For foundations designed using ASD, the factor of safety for soil bearing pressure shall not be less than the overstrength factor.

Table 5 – Allowable Bearing Pressures

Load Condition	Ultimate Bearing Pressure (psf)	Minimum Factor of Safety	Allowable Bearing Pressure (psf)
Dead plus Live Loads	12,000	4	3,000
Total Loads (Including Wind or Seismic)	12,000	3	4,000

We recommend that all foundations be adequately reinforced to provide structural continuity, mitigate cracking and permit spanning of local soil irregularities. As a minimum, continuous foundations should contain *at least* two No. 4 steel reinforcing bars placed one each, near the top and bottom of the foundations. The project designer should determine the need for additional reinforcement based on structural requirements, including the use of slab ties to provide structural continuity and integrity of the slab and foundation system.

Resistance to lateral displacement of shallow foundations may be computed using an allowable friction factor of 0.25 multiplied by the effective vertical load on each foundation. Additional lateral resistance may be achieved using an allowable passive earth pressure against the vertical projection of the foundation equal to an equivalent fluid pressure of 300 psf per foot of depth. These two modes of resistance should not be added unless the frictional component is reduced by 50 percent since mobilization of the passive resistance requires some horizontal movement, effectively reducing the frictional resistance.

It is an essential requirement that foundation excavations be observed by a representative of MPE to verify competent and uniform bearing conditions and evaluate the need for any modifications to these recommendations as may be required by specific circumstances. The observations should take place prior to placement of reinforcing steel but following cleaning of the excavations. To account for any re-compaction of foundation bottoms or deepening of foundations that might be required, we suggest bid documents include a unit price for additional compaction or foundation excavation and concrete that may be required.

INTERIOR FLOOR SLAB SUPPORT

Interior concrete slab-on-grade floors can be suitably supported upon soil subgrades prepared and constructed in accordance with the recommendations in this report and maintained in that condition (at or near optimum conditions). From a Geotechnical standpoint, interior concrete slab-on-grade floors should be a minimum of four inches thick and, as a minimum, should be reinforced with chaired No. 3 reinforcing bars on 18-inch center-to-center spacing, located at mid-slab depth. This slab thickness and reinforcement is suggested as a guide "minimum" only; final concrete slab thickness, compressive strength, reinforcement and joint spacing should be determined by the Architect or Structural Engineer based on anticipated slab loading, uses, and performance expectations.

It is emphasized that thicker slabs with greater reinforcing will be needed in areas supporting higher loads or where increased performance is desired.

Temporary loads exerted during construction from vehicle traffic, cranes, forklifts, and storage of palletized construction materials should be considered in the design of the slab-on-grade floors. Proper and consistent location of the reinforcement at mid-slab is essential to its performance. The risk of uncontrolled shrinkage cracking is increased if the reinforcement is not properly located within the slab.

Floor slabs may be underlain by a layer of free-draining crushed rock, serving as a deterrent to migration of capillary moisture. The crushed rock layer should be at least four inches thick and graded such that 100 percent passes a one-inch sieve and none passes a No. 4 sieve. Additional moisture protection may be provided by placing a plastic water vapor retarder (at least 10-mils thick) directly over the crushed rock. The plastic water vapor retarder should meet or exceed the minimum specifications as outlined in ASTM E1745. Consideration should be given to using a thicker, higher quality membrane for additional moisture protection, such as a 15-mil thick Stego vapor barrier or other similar product. The membrane should be installed so that there are no holes or uncovered areas. All seams should overlap and be sealed with manufacturer-approved tape, continuous at the laps to create vapor tight conditions. All perimeter edges of the membrane, such as pipe penetrations, interior and exterior footings, joints, etc., should be sealed or caulked per manufacturer's recommendations. An optional, thin layer of clean sand above the membrane is acceptable, as an aid to curing of the slab concrete.

If heavier floor loads are anticipated and/or increased support is desired, the crushed rock section (if used) beneath interior slab-on-grade floors could be replaced with a thicker section of Class 2 aggregate base compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557.

Floor slab construction over the past 25 years or more has included placement of a thin layer of sand over the vapor retarder membrane. The intent of the sand is to aid in the proper curing of the slab concrete. However, recent debate over excessive moisture vapor emissions from floor slabs includes concern for water trapped within the sand. As a consequence, we consider the use of the sand layer as optional. The concrete curing benefits should be weighed against efforts to reduce slab moisture vapor transmission.

The recommendations presented above are intended to mitigate any significant soils-related cracking of the slab-on-grade floors. More important to the performance and appearance of a Portland cement concrete slab is the quality of the concrete, the workmanship of the concrete contractor, the curing techniques utilized and the spacing of control joints.

FLOOR SLAB MOISTURE PENETRATION RESISTANCE

It is considered likely that floor slab subgrade soils will become wet to near-saturated at some time during the life of the structure. This is a certainty when slab subgrades are constructed during the wet seasons or when constantly wet ground or poor drainage conditions exist adjacent to structure. For this reason, it should be assumed that all slabs intended for moisture-sensitive floor coverings require protection against moisture or moisture vapor penetration. Standard practice includes the gravel and vapor retarder membrane, as discussed above. However, the gravel and membrane offer only a limited, first-line of defense against soil-related moisture. Recommendations contained in this report concerning foundation and floor slab design are presented as *minimum* requirements, only from the geotechnical engineering standpoint.

It is emphasized that the neither use of sub-slab crushed rock and sheet plastic membrane will not “moisture proof” the slab, nor does it assure that slab moisture transmission levels will be low enough to prevent damage to floor coverings or other building components. If increased protection against moisture vapor penetration of slabs is desired, a concrete moisture protection specialist should be consulted. The design team should consider all available measures for slab moisture protection. It is commonly accepted that maintaining

the lowest practical water-cement ratio in the slab concrete is one of the most effective ways to reduce future moisture vapor penetration of the completed slabs.

EXTERIOR FLATWORK

Areas to receive exterior concrete flatwork should be ripped and cross-ripped to a minimum depth of 12 inches, moisture conditioned to at least two percent above the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. Uniform moisture conditioning of subgrade soils is important to reduce the risk of non-uniform moisture withdrawal from the concrete and the possibility of plastic shrinkage cracks. Practices recommended by the Portland Cement Association for proper placement and curing of concrete should be followed during exterior concrete flatwork construction. Some seasonal movement of flatwork should be anticipated. *Areas adjacent to slabs-on-grade should not be allowed to lay fallow to reduce problems associated with seasonal moisture content variations.* For increased support and performance, the exterior slabs may be underlain by a minimum four inches of Class 2 aggregate compacted to 95 percent relative compaction.

The Architect or Structural Engineer should determine the final thickness, strength, reinforcement, and joint spacing of exterior slab-on-grade concrete; however, we offer the following suggested minimum guidelines. Exterior flatwork should be at least four inches thick and be constructed independent of perimeter building foundations and isolated column foundations by the placement of a layer of felt material between the flatwork and the foundation. Reinforcement should consist of at least steel reinforcing bars, placed mid-depth of the slab. Slabs supporting vehicle loads should be designed as pavements with thicker slabs underlain by aggregate base. Thicker slabs constructed with thickened edges to at least twice the slab thickness should be constructed where light wheeled traffic or intermittent light loading is expected over the slabs.

SITE DRAINAGE

Control of surface water on this site is essential to proper performance of the planned improvements. Final site grading should be accomplished to provide positive drainage of surface water away from building, pavements, and structures and prevent ponding of water adjacent to foundations, slabs or pavements. Proper control of surface water drainage is essential to the performance of foundations, slabs-on-grade, and pavements. The ground

adjacent to the planned building and structures should be sloped away from the structures at a gradient no less than two percent for a distance of at least 10 feet. We recommend using full-roof gutters, with downspouts from roof drains connected to rigid non-perforated piping directed to an appropriate drainage point away from the structures, or discharging onto paved surfaces leading away from the structures and foundations. Concentrated storm water discharge collected from roof downspouts or surface drains should not be allowed to drain on unprotected slopes adjacent to structure. The ground should be graded to drain positively away from all flatwork and building structure. Ponding of surface water should be avoided near pavements, foundations, and flatwork. Landscape berms, if planned, should be constructed in such a manner as to promote drainage away from the buildings.

All excavations and fill slopes (if any) should be protected from concentrated storm water run-off to minimize potential erosion. Control of water over the slopes may be accomplished by constructing V-ditches near the top of slopes, or by grading the area behind the top of slope to drain away from the slope. Ponding of surface water or allowing sheet flow of water over any open excavation must be avoided.

PAVEMENT DESIGN

Due to the near-surface soils primarily consisting of sandy silts, it is our opinion that an R-value of 25 should be used for pavement design.

The pavement sections have been calculated for a range of traffic indices using the design procedures contained in Chapters 600 to 670 of the 6th Edition of the *California Highway Design Manual*. The project Civil Engineer should determine the appropriate traffic index based on anticipated traffic conditions. Additional pavement sections for other traffic indices can be provided upon request.

Traffic Index (TI)	Pavement Subgrade R-value = 25	
	Type B Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
4.0	2½*	5
4.5	2½*	6
5.0	2½	7½
	3*	6½
6.0	2½	10½
	3*	9½
6.5	3	11
	3½*	10
7.0	3	12½
	4*	10½

* = Asphalt concrete thickness includes the Caltrans Safety Factor.

We emphasize that the performance of a pavement is critically dependent upon uniform compaction of the subgrade soils, as well as all engineered fill and utility trench backfill within the limits of the pavements. Materials used for pavement construction should conform to the appropriate sections of the most recent editions of the Sacramento County Standards and the Caltrans *Standard Specifications*.

It has been our experience that pavement failures may occur where a non-uniform or disturbed subgrade soil condition is created. Subgrade disturbances can result if pavement subgrade preparation is performed prior to underground utility construction and/or if a significant time period passes between subgrade preparation and placement of aggregate base. Therefore, we recommend that pavement subgrade preparation, i.e. scarification,

moisture conditioning and compaction, be performed **just prior** to aggregate base placement.

The upper six inches of final pavement subgrades should be uniformly moisture conditioned to at least the optimum moisture content and compacted to at least 95 percent relative compaction. Pavement subgrades should be proof-rolled with a loaded water truck and must be stable under construction traffic prior to placement of aggregate base. All aggregate base (AB) should be compacted to at least 95 percent of the maximum dry density. The AB should be proof rolled with a loaded water truck. Any areas of observed instability should be stabilized and recompacted as necessary to achieve the compaction requirements above.

Earthwork construction within the limits of the pavements should be performed in accordance with the recommendation contained within this report. Materials quality and construction of the structural section should conform to the applicable provisions of the Caltrans Standard Specifications, latest editions.

Portland Cement Concrete Pavements

In the summer heat, high axle loads coupled with shear stresses induced by sharply turning tire movements can lead to failure in asphalt concrete pavements. Therefore, we recommend that consideration be given to using a Portland cement concrete (PCC) section in areas subjected to concentrated heavy wheel loading, such as entry driveways, truck maneuvering areas, and in front of trash enclosures. At the time this report was prepared, the need for, and locations of, PCC pavements had not yet been determined. Therefore, when more information is available regarding uses, loading and potential subgrade conditions, we should review the information and provide specific thicknesses as applicable. For preliminary purposes, it may be assumed that Portland cement concrete slabs in areas of entry driveways and in front of trash enclosures should be at least 6 inches thick and be underlain by at least 6 inches of 95 percent compacted Class 2 aggregate base. Thicker slabs will be needed in areas of frequent bus traffic, in heavy duty areas, or areas subjected to high traffic frequencies by heavy trucks or equipment. In these areas, Portland cement concrete slabs with a minimum thickness of 7 inches and underlain by at least 6 inches of 95 percent compacted Class 2 aggregate base may be needed. These sections are preliminary and subject to revision based on review of additional information regarding loadings and traffic frequencies.

We suggest the concrete slabs be constructed with thickened edges in accordance with American Concrete Institute (ACI) design standards. Reinforcing for crack control, if desired, should consist of No. 4 reinforcing bars placed on maximum 24-inch centers each way throughout the slab. Reinforcement must be located at mid-slab depth to be effective. Construction of Portland cement concrete pavements should be performed in accordance with applicable American Concrete Institute (ACI) or PCA standards. Portland cement concrete utilized in pavements should attain a compressive strength of at least 3500 psi at 28 days.

Pavement Drainage

Efficient drainage of all surface water to avoid infiltration and saturation of the supporting aggregate base and subgrade soils is important to pavement performance. Consideration should be given to using full-depth curbs between landscaped areas and pavements to serve as a cut off for water that could migrate into the pavement base materials or subgrade soils. Geotextile water barriers also could be used to inhibit migration of water into pavement base materials, if extruded curbs are used. Proprietary geotextile moisture barriers and curb details should be reviewed and approved by our office prior to construction. Weep holes are recommended in parking lot drop inlets to allow accumulating water moving through the aggregate base to drain from beneath the pavements.

Earthwork construction within the limits of the pavements should be performed in accordance with the recommendation contained within this report.

EARTHWORK TESTING AND OBSERVATION

Site preparation should be accomplished in accordance with the recommendations of this report and the appended *Guide Earthwork Specifications*. Representatives of Mid Pacific Engineering, Inc. must be present during site preparation and all grading operations to observe and test the fills to verify compliance with our recommendations and the job specifications. In the event that MPE is not retained to provide geotechnical engineering observation and testing services during construction, the Geotechnical Engineer retained to provide this service should indicate in writing that they agree with the recommendations of this report, and prepare supplemental recommendations as necessary.

A final report by the "Geotechnical Engineer" should be prepared upon completion of the project indicating compliance with or deviations from this report and the project plans and specifications. Please be aware that the title Geotechnical Engineer is restricted in the State of California to a Civil Engineer authorized by the State of California to use the title "Geotechnical Engineer."

FUTURE SERVICES

We recommend that our firm be given the opportunity to review the final plans and specifications to verify that the intent of our recommendations has been implemented in those documents. Testing and approval of proposed import sources is an essential requirement to qualify the proposed soils for use as engineered fill for this project. This sampling and testing should be completed well in advance of the proposed start of construction.

LIMITATIONS

Our recommendations are based upon the information provided regarding the proposed construction, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used our best engineering judgment based upon the information provided and the data generated from our investigation. This report has been prepared in accordance with generally accepted standards of practice existing in northern California at the time of the report. No warranty, either express or implied, is provided.

If the proposed construction is modified or re-sited; or, if it is found during construction that subsurface conditions differ from those we encountered at the test boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

Mid Pacific Engineering, Inc., should be retained to review the final plans and specifications to verify that the intent of our recommendations has been implemented in those documents.

We emphasize that this report is applicable only to the proposed construction and the investigated site and should not be utilized for construction on any other site.

The conclusions and recommendations of this report are considered valid for a period of two years. If design is not completed and construction has not started within two years of the date of this report, the report must be reviewed and updated, as necessary.

Mid Pacific Engineering, Inc.

Vasily V. Parfenov

Vasily V. Parfenov
Senior Geologist
CEG No. 2355

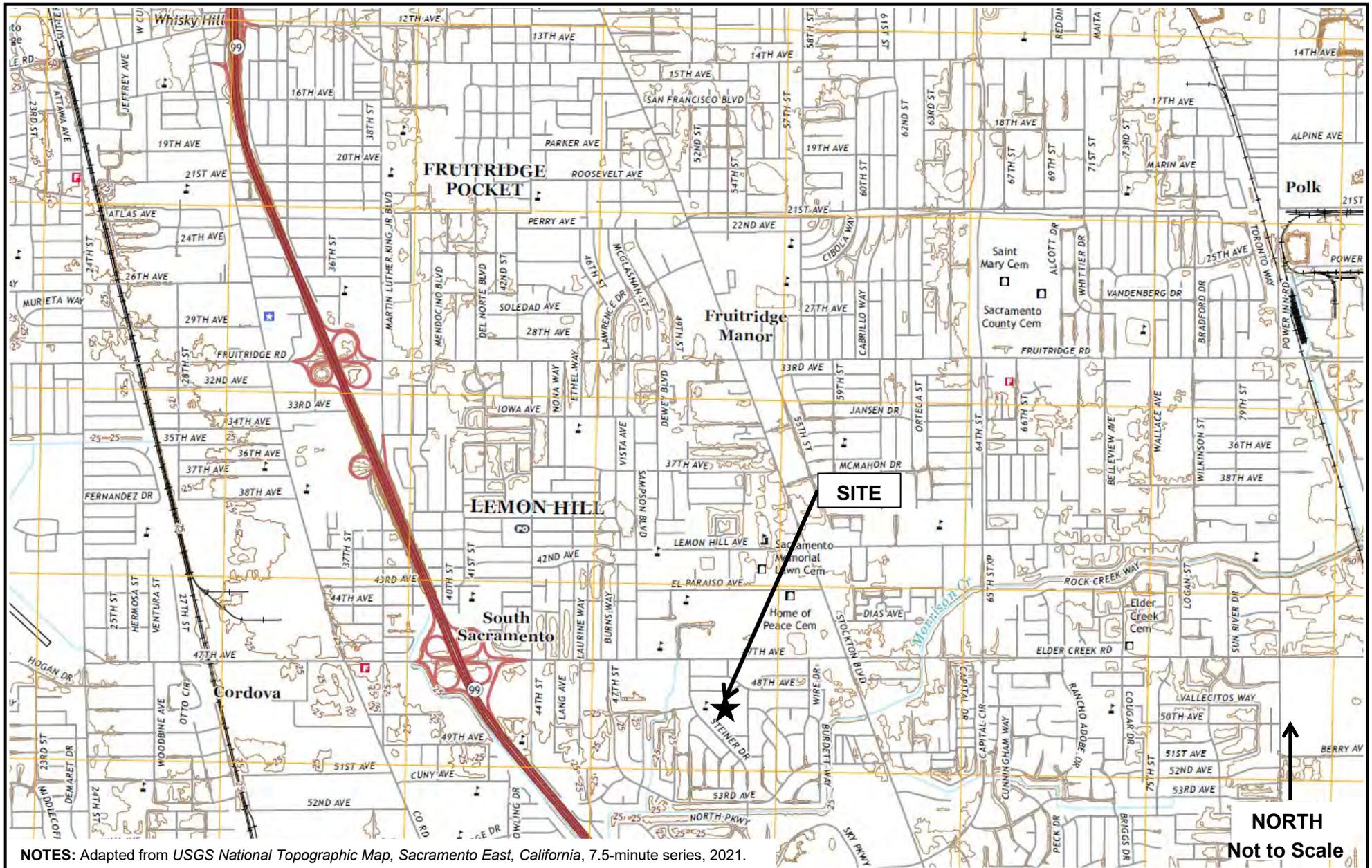


Daniel C. Smith

Daniel C. Smith
Principal Engineer
GE No. 2530

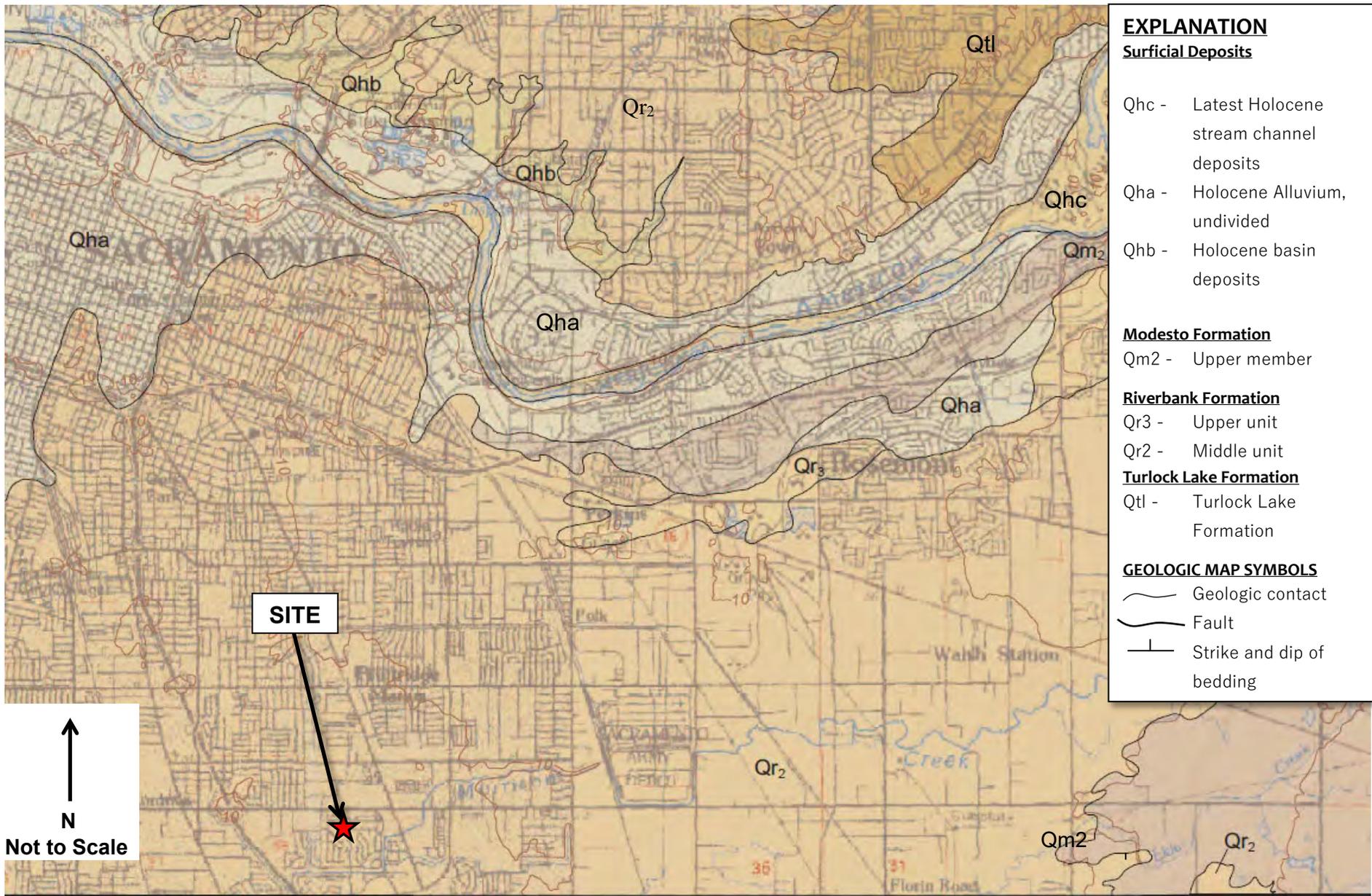


FIGURES



VICINITY MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 1
 Date: 02/23
 MPE No. 06034-01



EXPLANATION	
Surficial Deposits	
Qhc -	Latest Holocene stream channel deposits
Qha -	Holocene Alluvium, undivided
Qhb -	Holocene basin deposits
Modesto Formation	
Qm2 -	Upper member
Riverbank Formation	
Qr3 -	Upper unit
Qr2 -	Middle unit
Turlock Lake Formation	
Qtl -	Turlock Lake Formation
GEOLOGIC MAP SYMBOLS	
	Geologic contact
	Fault
	Strike and dip of bedding

N

 Not to Scale

SITE



Adapted from the Preliminary Geologic Map of the Sacramento 30 x 60 Minute Quadrangle, California (Carlos I. Gutierrez, CGS, 2011).

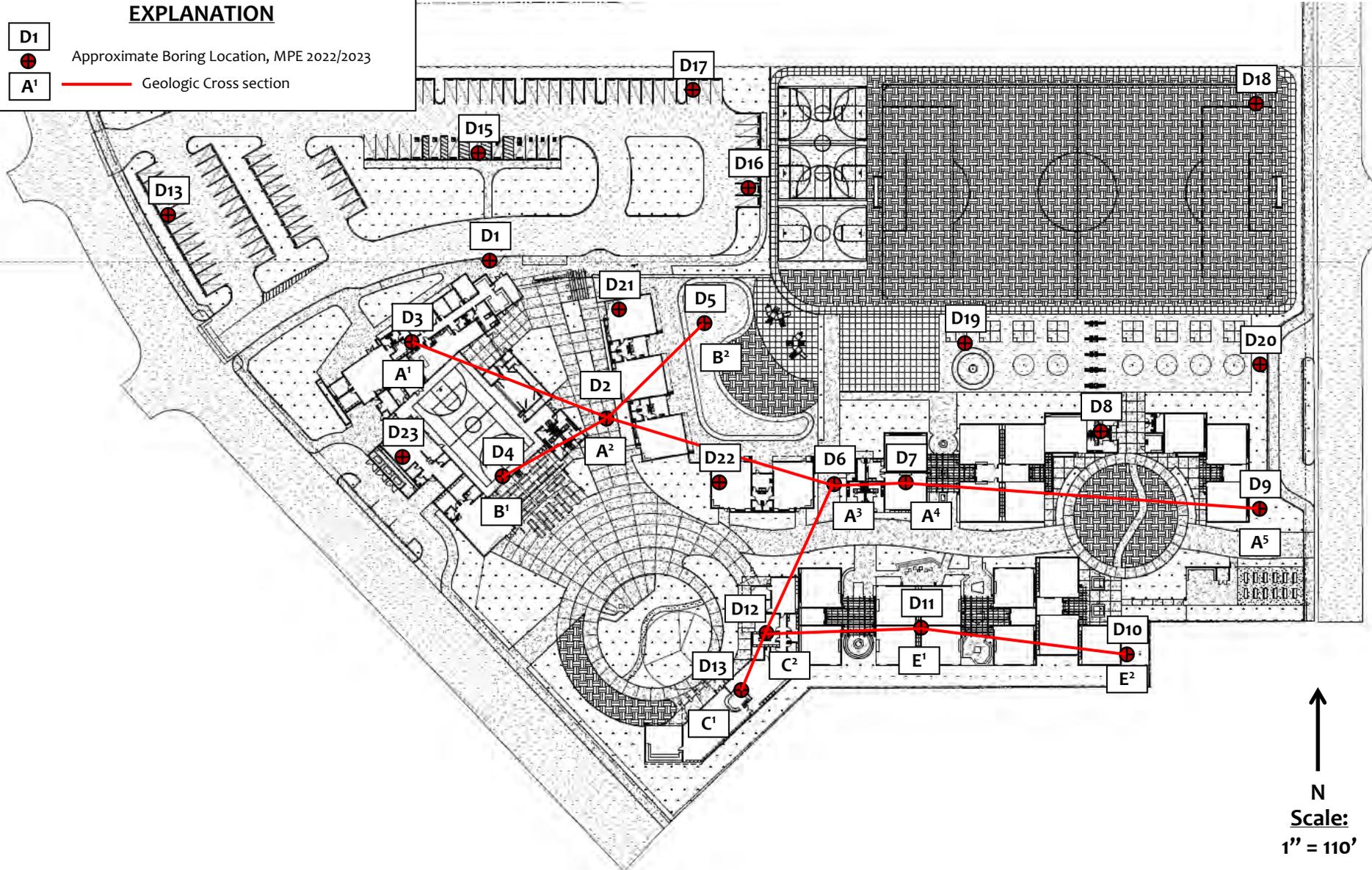


REGIONAL GEOLOGIC MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 2
 Date: 02/23
 MPE No. 06034-01

EXPLANATION

- D1 Approximate Boring Location, MPE 2022/2023
- A' Geologic Cross section



NOTES: Adapted from the SCUSD Nicholas ES Modernization, A1.21, by HMC Architects, dated January 13, 2023.



SITE PLAN
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
6601 Steiner Drive
Sacramento, California

FIGURE 3A
Date: 02/23
MPE No. 06034-01



NOTES: Adapted from Google Earth Pro, dated November 30, 2022.



SITE PLAN
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 3B
 Date: 02/23
 MPE No. 06034-01

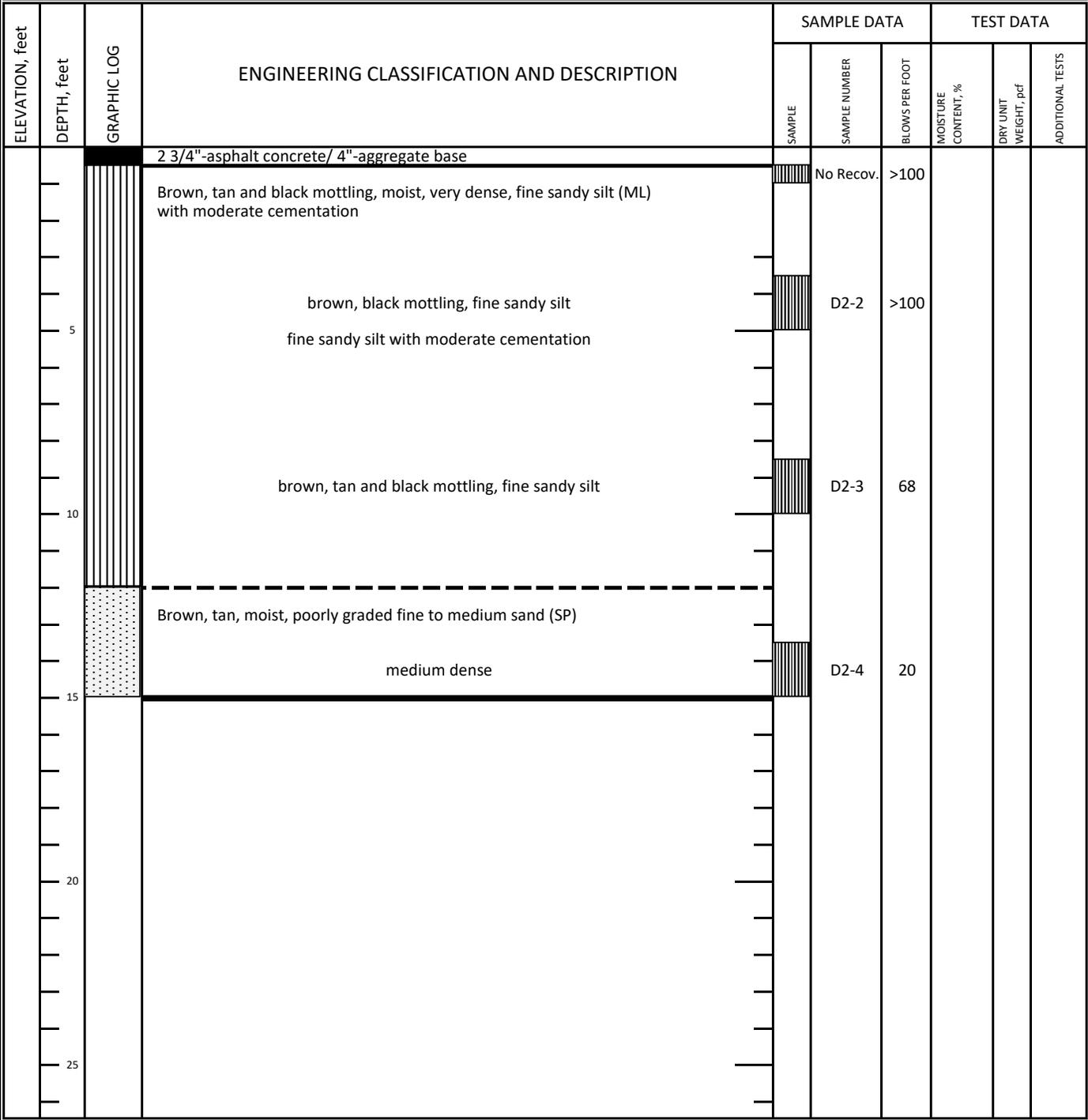
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D2

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +25, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D3
 Sheet 1 of 2

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Hollow Stem Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	50 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	7 5/8 Inches	Approx. Surface Elevation, ft MSL	+26, MSL
Groundwater Depth (Elevation), feet	36 Feet	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Grout

Remarks

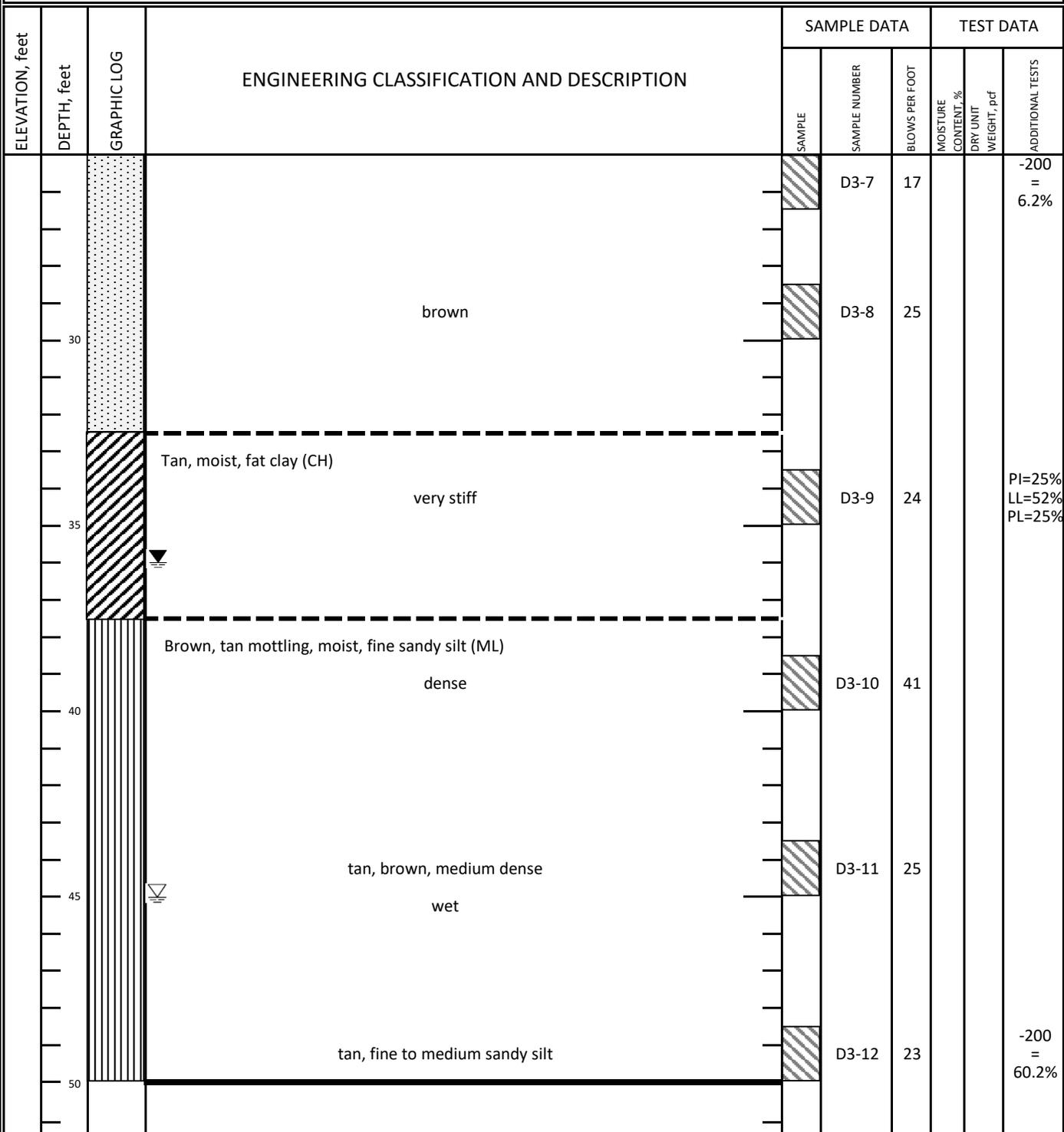
ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, moist, medium dense, fine sandy silt (ML)		D3-1	22			
			brown						
	5				D3-2	23			
			reddish brown, tan, black mottling, very dense						
	10				D3-3	70			
			Olive brown, moist, silty fine to medium sand (SM)						
	15		Light brown, moist, dense, fine sandy silt (ML)		D3-4	46			
			Olive brown, moist, poorly graded fine to medium sand (SP)						
	20		medium dense		D3-5	28			
	25				D3-6	13			-200 = 3.7%

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D3
 Sheet 2 of 2

Date(s) Drilled 11/21/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Hollow Stem Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 50 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 7 5/8 Inches	Approx. Surface Elevation, ft MSL +26, MSL
Groundwater Depth [Elevation], feet 36 Feet	Sampling Method(s) 140 lb hammer/30 inch drop	Drill Hole Backfill Grout

Remarks



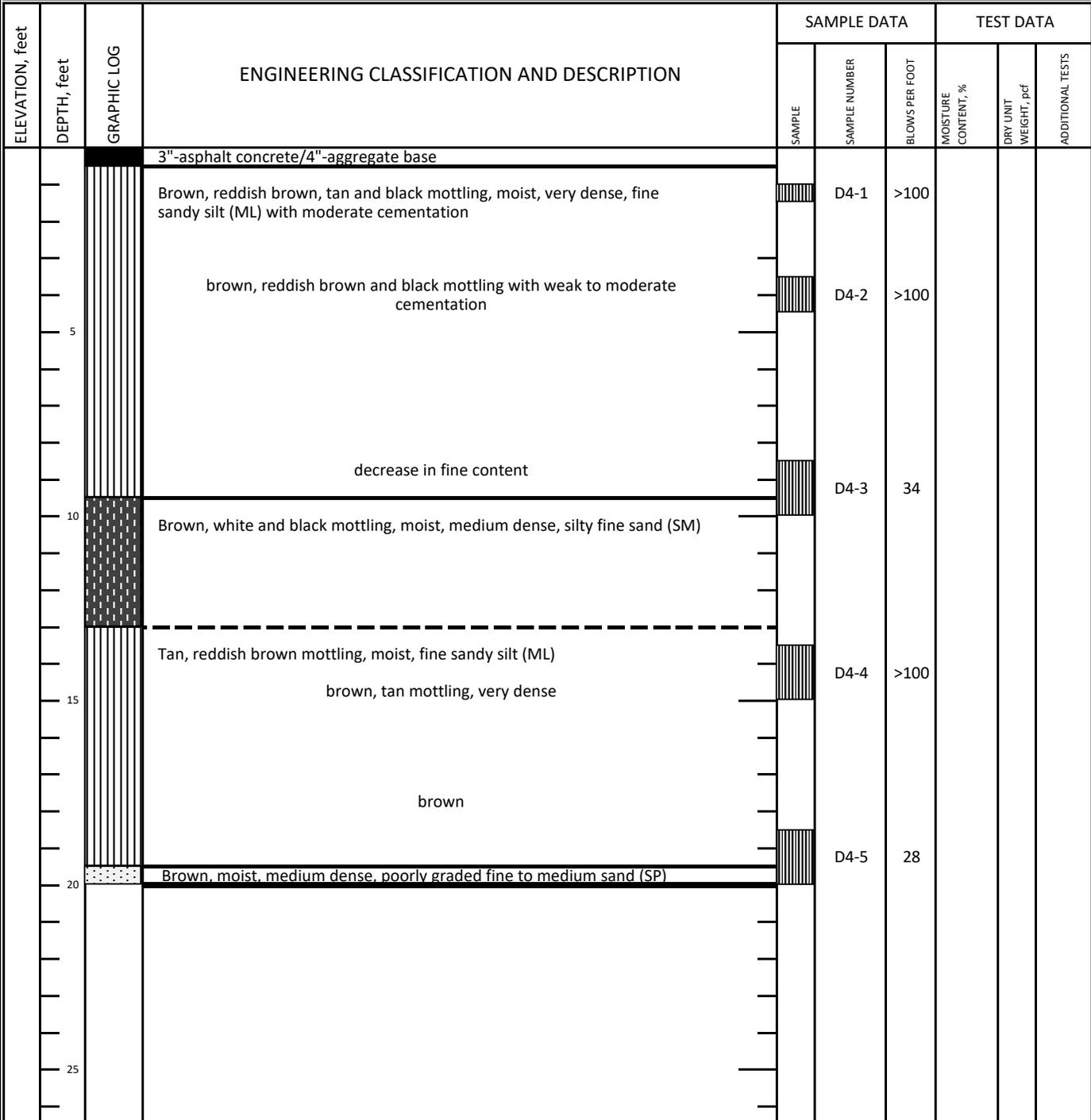
Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D4

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 20 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +23.5, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D5

Sheet 1 of 1

Date(s) Drilled 11/22/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Augers	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +25, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
		4"-asphalt concrete/4"-aggregate base							
			Olive brown, moist, very dense, fine sandy silt (ML)		No Recov.	>100			
			brown						
			brown, reddish brown with moderate cementation		D5-2	>100			
	5								
			tan, reddish brown, white mottling, dense		D5-3	43			
	10								
			weak to moderate cementation		D5-4	61			
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D6

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Augers	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +26.5, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
5			Brown, olive brown, reddish brown mottling, moist, medium dense, fine sandy silt (ML)		D6-1	26			
			brown, black mottling		D6-2	36			
			Brown, black mottling, moist, medium dense, silty fine to medium sand (SM)						
			Brown, moist, fine sandy silt (ML)						
10			brown, reddish brown mottling, very dense		D6-3	>100			
			tan, reddish brown mottling, dense		D6-4	61			
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D7

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Augers	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +27, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, moist, loose, fine sandy silt (ML)		D7-1	9			$\phi=22$ deg. C=0psf
			brown, black mottling, medium dense, fine sandy silt		D7-2	31			
	5		brown						
			brown, tan and reddish brown, black mottling dense		D7-3	38			
			Brown, moist, silty fine to medium sand (SM)						
			decrease in fines content						
	15		Brown, moist, medium dense, poorly graded fine to medium sand (SP)		D7-4	27			
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D8
 Sheet 1 of 1

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Augers	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+26.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, tanish brown mottling, moist, fine sandy silt (ML)						
			loose		D8-1	4			
			brown, dense, with moderate cementation		D8-2	43			
	5		medium dense, without cementation		D8-3	20	18.1	101	
			brown, tan, black mottling, very dense		D8-4	84			
	10		with moderate cementation		D8-5	>100			
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D9
 Sheet 1 of 2

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Hollow Stem Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	50 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	7 5/8 Inches	Approx. Surface Elevation, ft MSL	+25.5, MSL
Groundwater Depth (Elevation), feet	37 Feet	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Grout

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, reddish brown, black mottling, moist, very loose, fine sandy silt (ML)		D9-1A	4			-200 = 70.5%
			loose, brown		D9-1B	8			
			medium dense		D9-2	29			
5									
			brown, dense		D9-3	44			
10									
			medium dense		D9-4	26			
15									
			Reddish brown, tan, moist, silty fine sand (SM)						
			dense		D9-5	42			
20									
			tan, reddish brown mottling						
			Tan, moist, dense, poorly graded fine to medium sand (SP)		D9-6	35			
25									

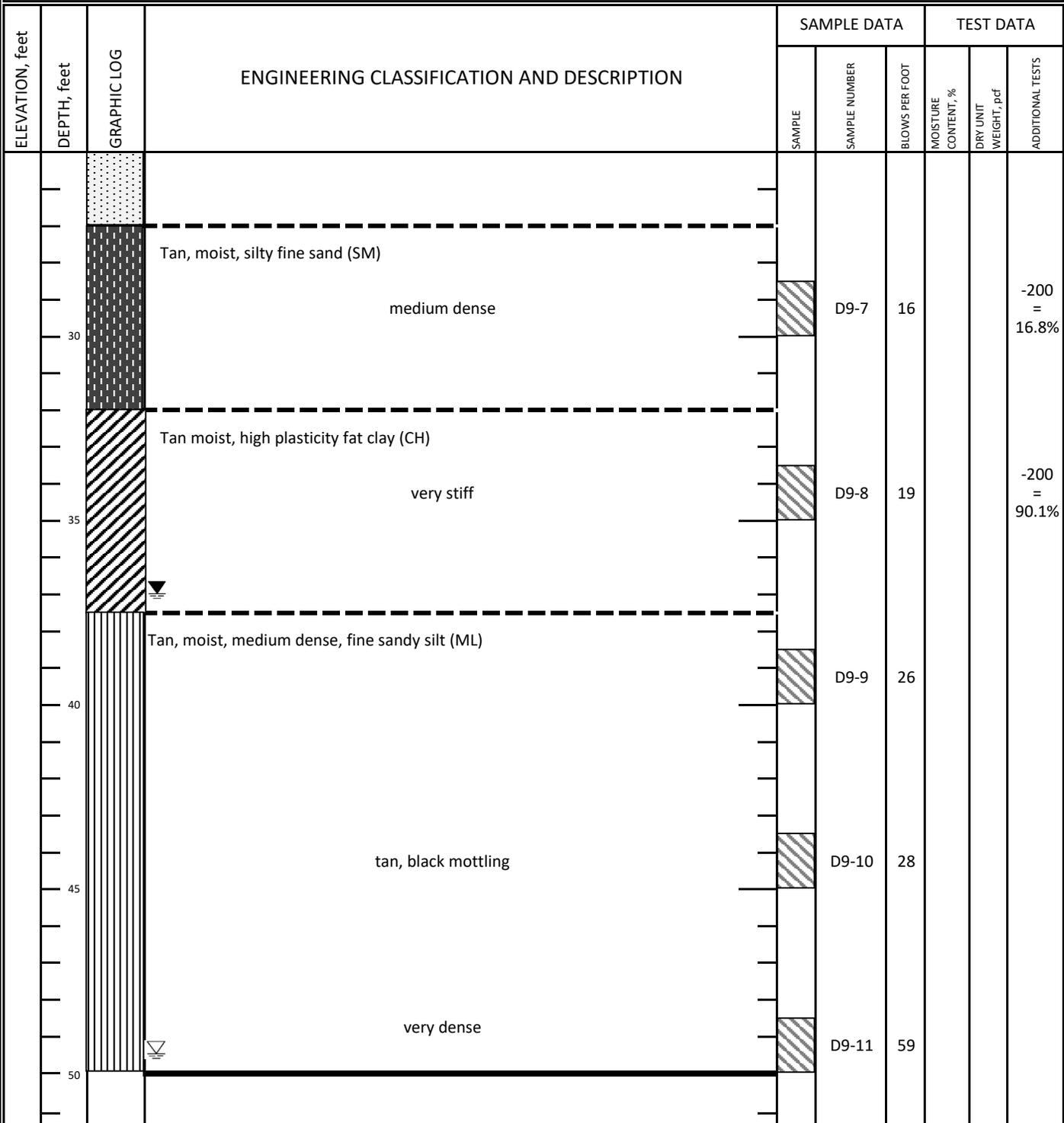


Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D9
 Sheet 2 of 2

Date(s) Drilled 11/21/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Hollow Stem Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 50 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 7 5/8 Inches	Approx. Surface Elevation, ft MSL +25.5, MSL
Groundwater Depth (Elevation), feet 37 Feet	Sampling Method(s) 140 lb hammer/30 inch drop	Drill Hole Backfill Grout

Remarks



Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D10
 Sheet 1 of 1

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+26, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, slightly moist, sandy, fine to coarse, subangular gravel (GM-FILL)		D10-1	38			
			Brown, slightly moist, dense, fine sandy silt (ML) with moderate cementation		D10-2	>100			
	5		very dense		D10-3	65			
	10		brown, tan, white and black mottling, very dense		D10-4	27			
	15		Brown, moist, poorly graded fine to medium sand (SP)						
			medium dense						
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D11

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +26.5, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, reddish brown mottling, moist, loose, fine sandy silt (ML)		D11-1	8	18.5	104	
			brown, olive brown, black mottling		D11-2	57			
			brown, black mottling, dense, with weak cementation						
5									
			brown, tan, black mottling tan, brown		D11-3	46			
10									
			tan, brown, very dense, decrease in fines		D11-4	>100			
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D12

Sheet 1 of 1

Date(s) Drilled 11/23/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 15 Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +25.5, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
		Olive brown, black mottling, moist, very stiff, fine sandy silt (ML)							
		brown		D12-1	32				
		brown, black mottling, with moderate cementation							
		very dense		D12-2	72	17.0	102		
		tan, brown, black mottling, dense		D12-3	52				
		brown, tan, reddish brown mottling, decrease in fines		D12-4	42				

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D13
 Sheet 1 of 1

Date(s) Drilled	11/23/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+27.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, tan, brown, reddish brown mottling, moist, medium dense fine sandy silt (ML)		D13-1	13	13.5	99	
					D13-2	17	11.6	97	
			brown, reddish brown, black mottling, slightly moist, very dense with moderate cementation		D13-3	>100			
	5		moist						
			brown, tan, black mottling		D13-4	>100			
	10								
			Brown, moist, silty fine sand (SM)						
			brown, white mottling, dense		D13-5	41			
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D14
 Sheet 1 of 1

Date(s) Drilled	11/22/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	10 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+25, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

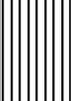
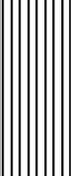
ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, moist, fine sandy silt (ML)						
			brown, black mottling, slightly moist, very dense, with weak to moderate cementation		D14-1	>100			
					D14-2	>100			
	5		brown, moist						
			medium dense		D14-3	27			
	10								
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D15
 Sheet 1 of 1

Date(s) Drilled	11/22/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	9 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+25.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

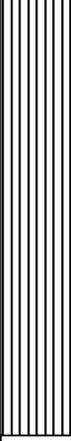
ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			3"-asphalt concrete/ 4 1/4"-aggregate base						
			Brown, slightly moist, fine sandy silt (ML-FILL) with some debris						
			Brown, moist, medium dense, fine sandy silt (ML)		D15-1	22	23.2	90	
5			brown, reddish brown, black mottling, very dense, with weak cementation		D15-2	>100			
			tan						
			with weak to moderate cementation		D15-3	>100			
10									
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D16
 Sheet 1 of 1

Date(s) Drilled	11/22/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	10 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+24.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, reddish brown, tan, slightly moist, fine sandy silt (ML-FILL)		D16-1	>100			
			Brown, reddish brown mottling, moist, very dense, fine sandy silt (ML)						
			tan, reddish brown mottling		D16-2	>100			
	5								
			dense		D16-3	57			
	10								
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D17
 Sheet 1 of 1

Date(s) Drilled	11/22/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	5 Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+25.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, reddish brown, tan, slightly moist, medium dense, fine sandy silt (ML) with moderate cementation		D17-1	32			
			very dense		D17-2	>100			
5									
10									
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D18
 Sheet 1 of 1

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Augers	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	4½ Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+26.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Olive brown, moist, loose, fine sandy silt (ML)		D18-1	7			
			brown		D18-2	>100			
			Brown, moist, very dense, fine sandy silt (ML) with moderate cementation		D18-3	>100			
5									
10									
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D19

Sheet 1 of 1

Date(s) Drilled 11/22/2022	Logged By D. Stevenson	Checked By V. Parfenov
Drilling Method Solid Flight Auger	Drilling Contractor V&W Drilling, Inc.	Total Depth of Drill Hole 5½ Feet
Drill Rig Type CME 55 HT	Diameter(s) of Hole, inches 6 Inches	Approx. Surface Elevation, ft MSL +26, MSL
Groundwater Depth [Elevation], feet Not Encountered	Sampling Method(s) 140 Lb Hammer/30" Drop	Drill Hole Backfill Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
5			Olive brown, reddish brown mottling, moist, very loose, fine sandy silt (ML)		D19-1	2			
			brown, reddish brown, black mottling, very dense		D19-2	78			
			dense		D19-3	43			
10									
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D20
 Sheet 1 of 1

Date(s) Drilled	11/21/2022	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling, Inc.	Total Depth of Drill Hole	4½ Feet
Drill Rig Type	CME 55 HT	Diameter(s) of Hole, inches	6 Inches	Approx. Surface Elevation, ft MSL	+25.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, slightly moist, fine sandy silt (ML) with 1/8" tree roots						
			dense	█	D20-1	41			
			very dense	█	D20-2	>100			
5									
10									
15									
20									
25									

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D21
 Sheet 1 of 1

Date(s) Drilled	2/20/2023	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Augers	Drilling Contractor	Cal Nev Geo Exploration	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 75	Diameter(s) of Hole, inches	4 Inches	Approx. Surface Elevation, ft MSL	+26, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			3 1/4" -asphalt concrete/3 1/2" -aggregate base						
			Brown, moist, very dense, fine sandy silt (ML) with cementation						
					D21-1	>100			
					D21-2	>100			
	5								
			brown, tanish brown		D21-3	82			
	10								
			tanish brown, reddish mottling		D21-4	62			
	15								
	20								
	25								

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D22
 Sheet 1 of 1

Date(s) Drilled	2/20/2023	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Augers	Drilling Contractor	Cal Nev Geo Exploration	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 75	Diameter(s) of Hole, inches	4 Inches	Approx. Surface Elevation, ft MSL	+24.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			3"-asphalt concrete/3/4"-aggregate base						
			Brown, black mottling, moist, very dense, fine sandy silt (ML)						
			medium dense		D22-1	53			
					D22-2	14			
			reddish brown, brown, dense		D22-3	33			
			tan, reddish brown mottling		D21-4	38			

Project: New Nicholas Elementary School Campus
 Project Location: 6601 Steiner Drive, Sacramento, California
 MPE Number: 06034-01

LOG OF SOIL BORING D23
 Sheet 1 of 1

Date(s) Drilled	2/20/2023	Logged By	D. Stevenson	Checked By	V. Parfenov
Drilling Method	Solid Flight Augers	Drilling Contractor	Cal Nev Geo Exploration	Total Depth of Drill Hole	15 Feet
Drill Rig Type	CME 75	Diameter(s) of Hole, inches	4 Inches	Approx. Surface Elevation, ft MSL	+23.5, MSL
Groundwater Depth [Elevation], feet	Not Encountered	Sampling Method(s)	140 Lb Hammer/30" Drop	Drill Hole Backfill	Soil Cuttings

Remarks

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	BLOWS PER FOOT	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			3"-asphalt concrete/3/4"-aggregate base						
			Brown, reddish brown, black mottling, moist, very dense, fine sandy silt (ML)		D23-1	>100			
			brown, black mottling		D23-2	>100			
			brown, tanish brown		D23-3	75			
			Brown, moist, medium dense, poorly graded, medium to fine sand (SP-SM) with silt		D23-4	20			

UNIFIED SOIL CLASSIFICATION SYSTEM

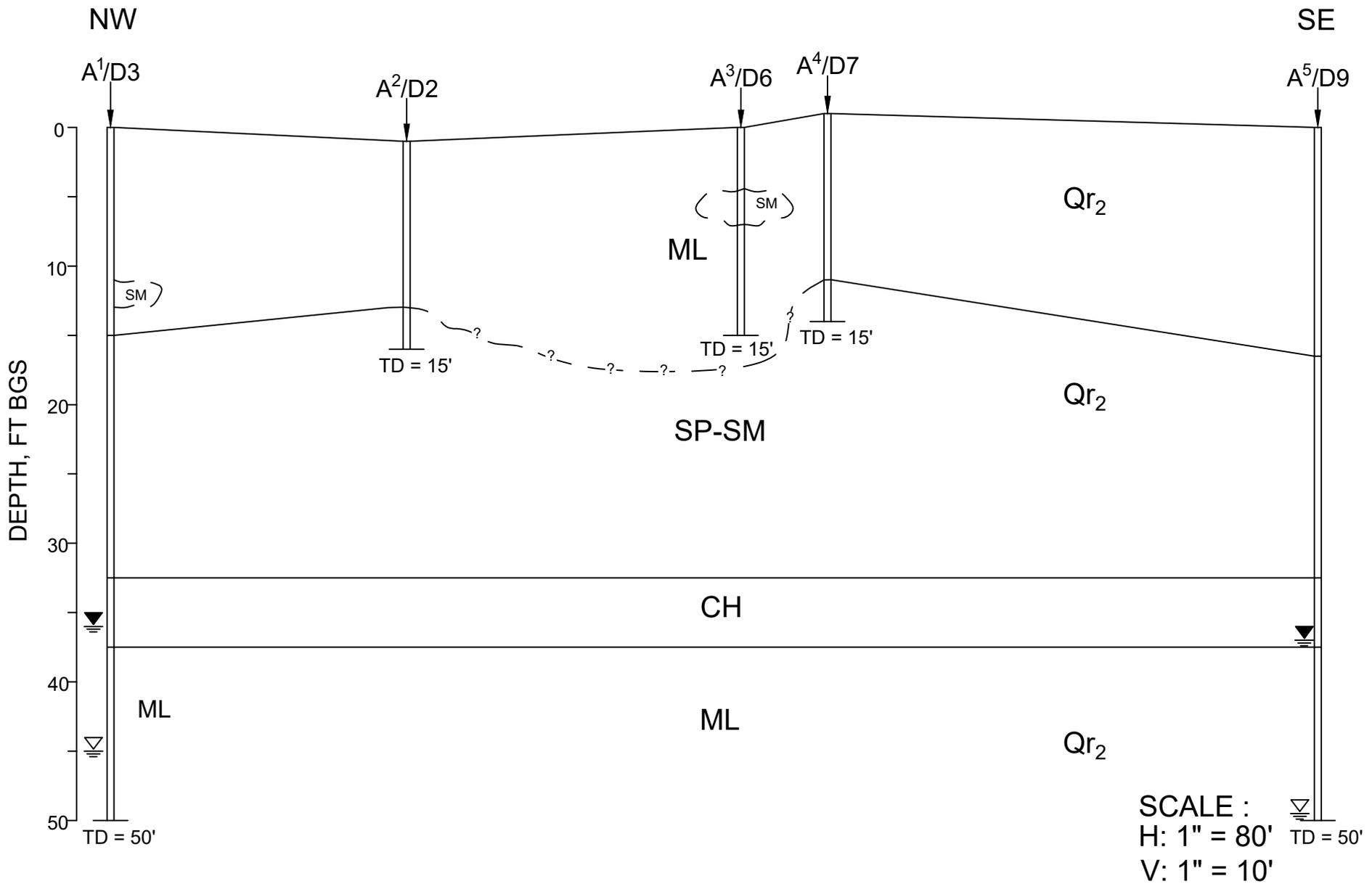
MAJOR DIVISIONS		SYMBOL	CODE	TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of soil > no. 200 sieve size)	GRAVELS (More than 50% of coarse fraction > no. 4 sieve size)	GW		Well graded gravels or gravel - sand mixtures, little or no fines
		GP		Poorly graded gravels or gravel - sand mixtures, little or no fines
		GM		Silty gravels, gravel - sand - silt mixtures
		GC		Clayey gravels, gravel - sand - silt mixtures
	SANDS (50% or more of coarse fraction < no. 4 sieve size)	SW		Well graded sands or gravelly sands, little or no fines
		SP		Poorly graded sands or gravelly sands, little or no fines
		SM		Silty sands, sand - silt mixtures
		SC		Clayey sands, sand clay mixtures
FINE GRAINED SOILS (More than 50% of soil < no. 200 sieve size)	SILTS & CLAYS LL < 50	ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL		Organic silts and organic silty clays of low plasticity
	SILTS & CLAYS LL ≥ 50	MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH		Inorganic clays of high plasticity, fat clays
		OH		Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS		Pt		Peat and other highly organic soils
ROCK		RX		Rocks, weathered to fresh
FILL		FILL		Artificially placed fill material

OTHER SYMBOLS

	= Drive Sample: 2-1/2" O.D. Modified California sampler
	= Hand Driven Sample
	= SPT Sampler
	= Initial Water Level
	= Final Water Level
	= Estimated or gradational material change line
	= Observed material change line
Laboratory Tests	PI = Plasticity Index EI = Expansive Index UCC = Unconfined Compression Test TR = Triaxial Compression Test GR = Gradation Analysis (Sieve) K = Permeability Test

GRAIN SIZE CLASSIFICATION

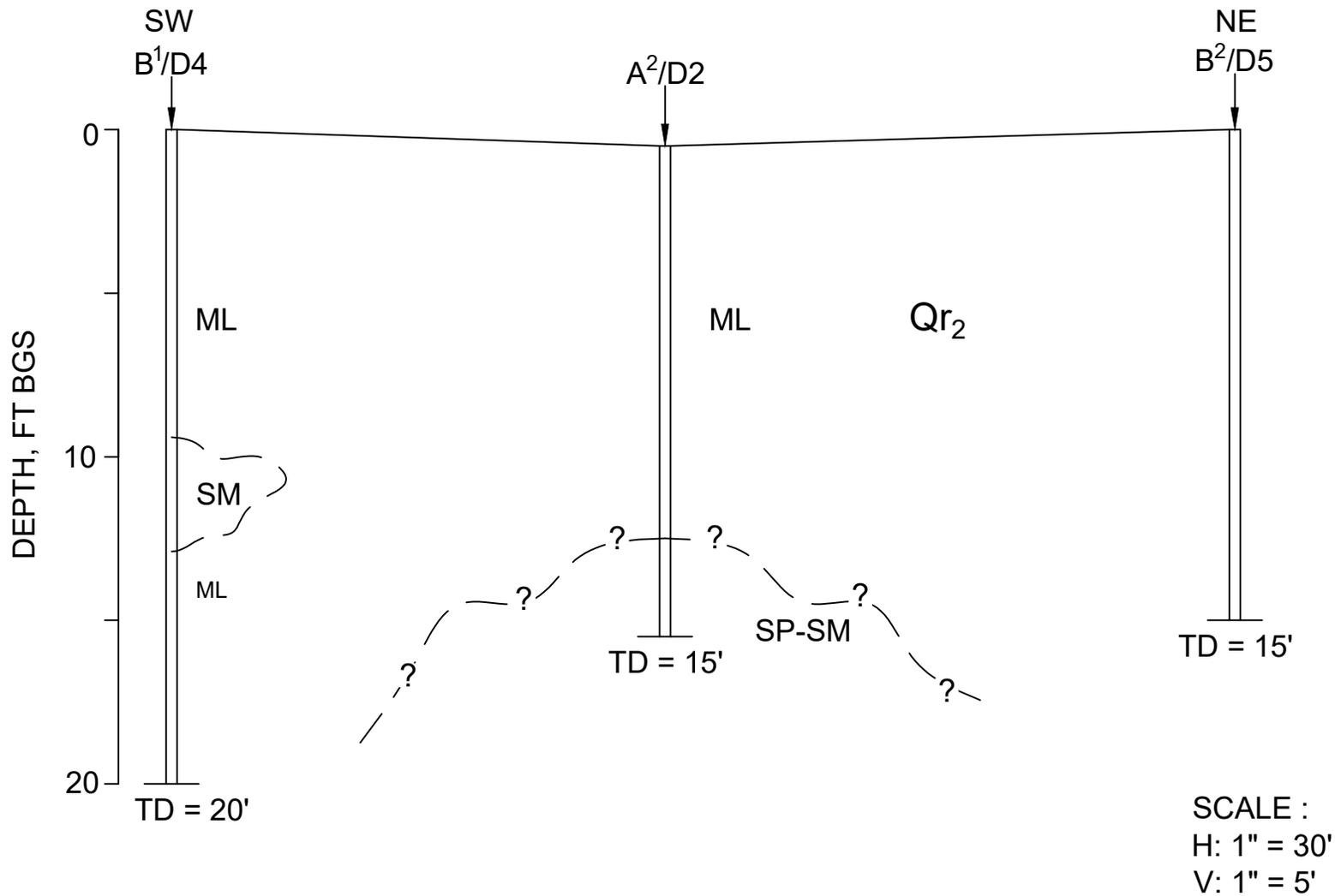
CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL coarse (c) fine (f)	3" to No. 4	76.2 to 4.76
	3" to 3/4"	76.2 to 19.1
	3/4" to No. 4	19.1 to 4.76
SAND coarse (c) Medium (m) fine (f)	No. 4 to No. 200	4.76 to 0.074
	No. 10	4.76 to 2.00
	No. 40 to No. 200	2.00 to 0.420 0.420 to 0.074
SILT & CLAY	Below No. 200	Below 0.074

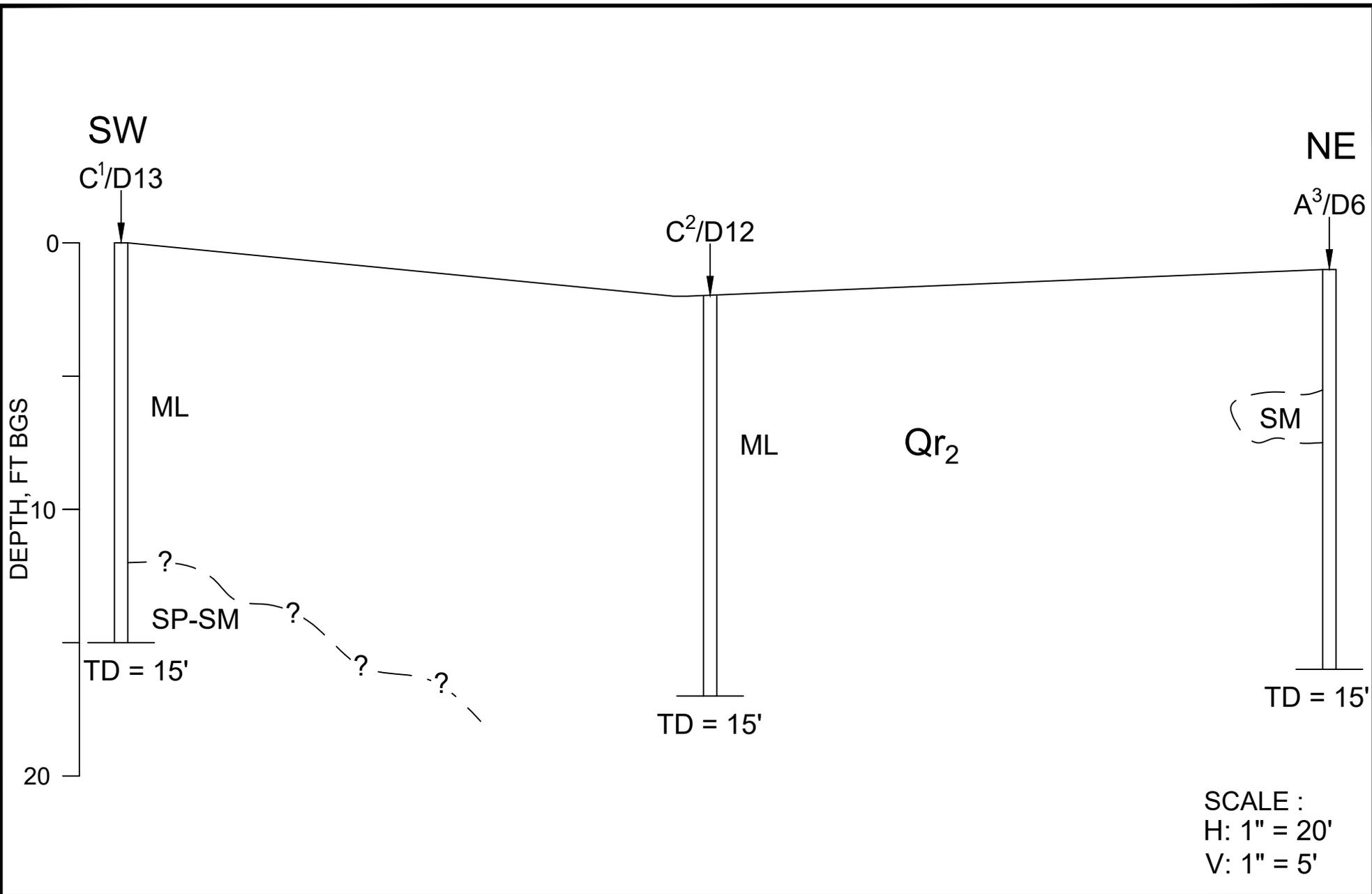


GEOLOGIC CROSS SECTION A¹-A²-A³-A⁴-A⁵
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 28
 Date: 02/23
 MPE No. 06034-01

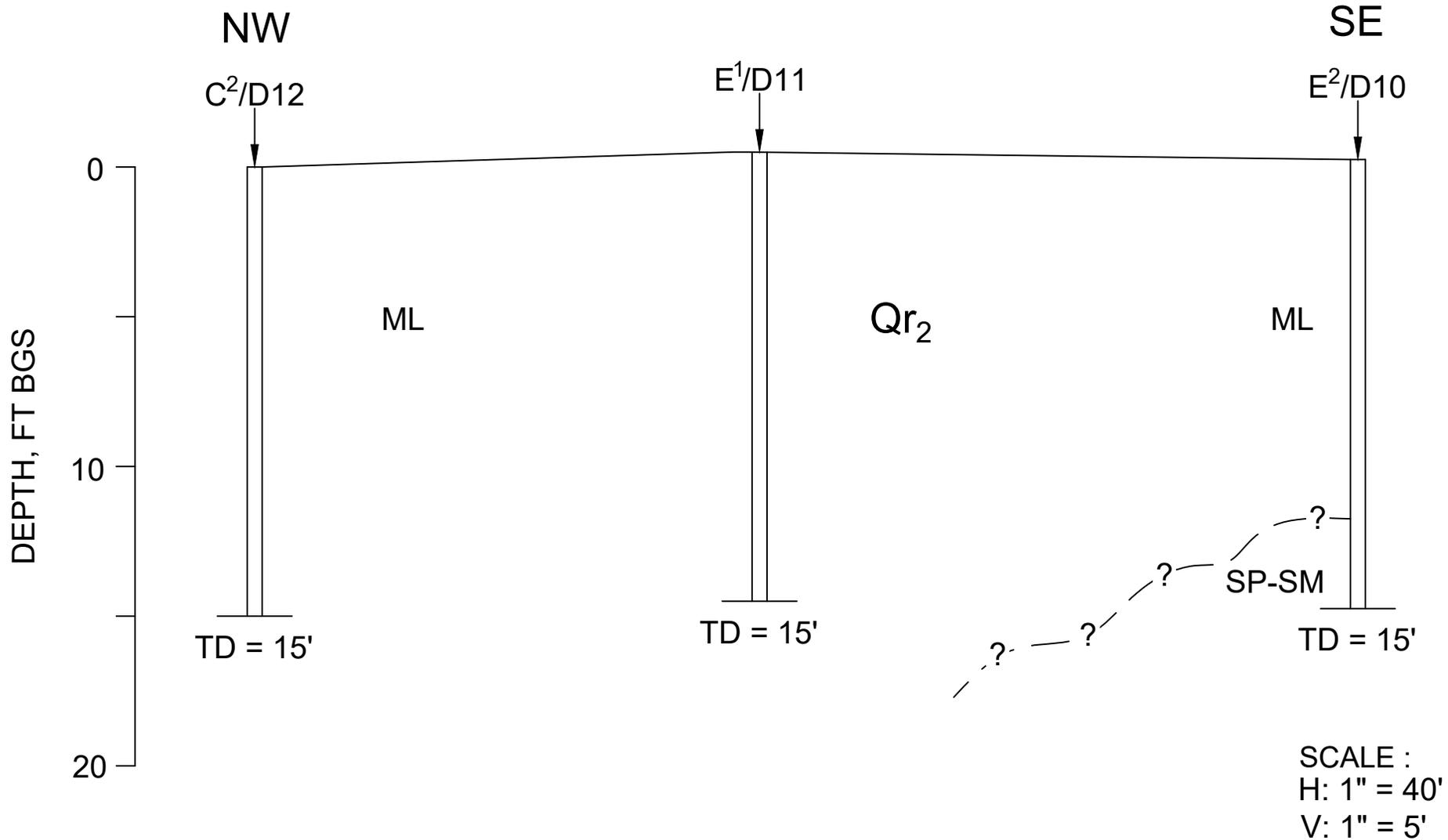






GEOLOGIC CROSS SECTION C¹-C²-A³
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

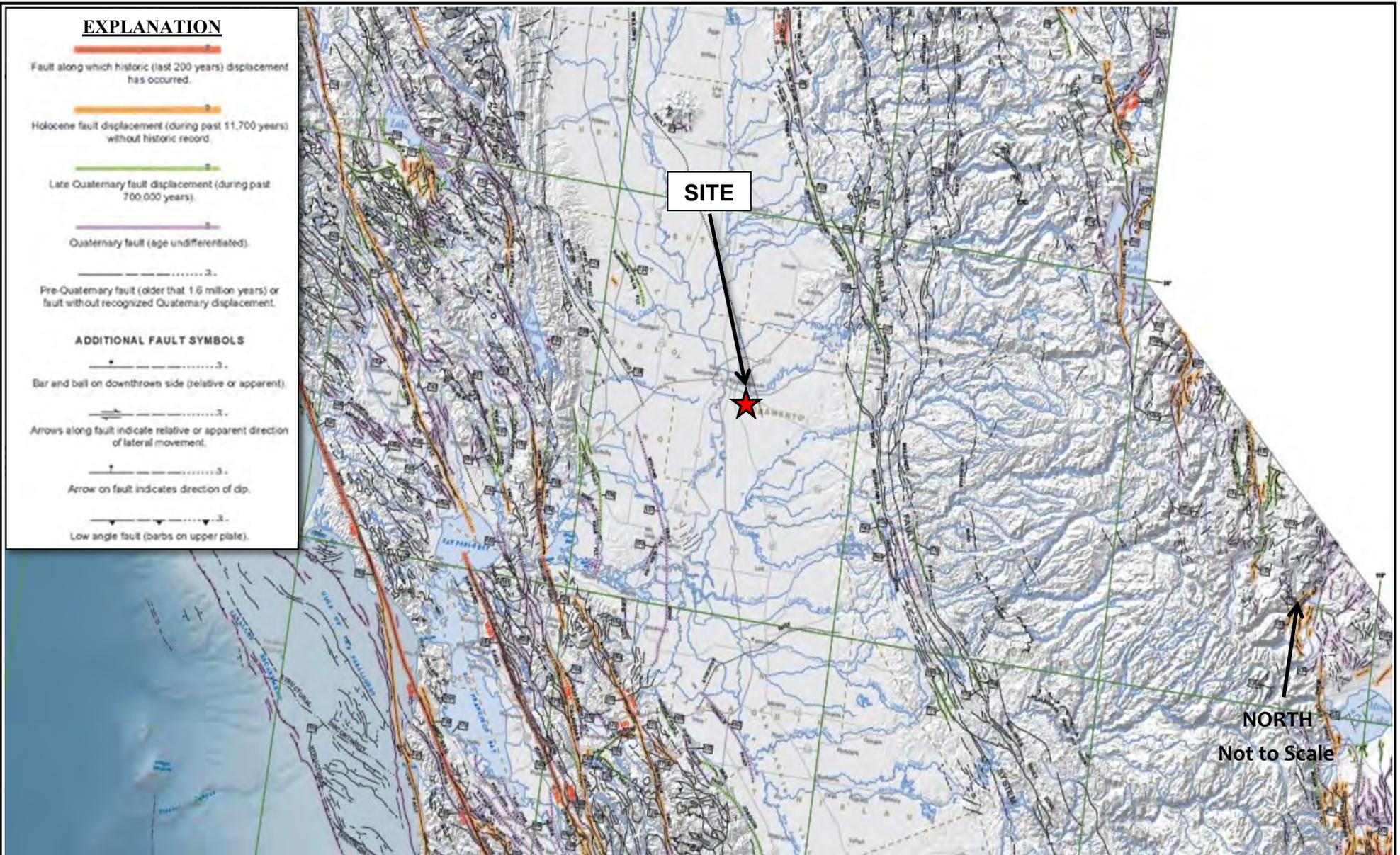
FIGURE 30
 Date: 02/23
 MPE No. 06034-01



GEOLOGIC CROSS SECTION C²-E¹-E²
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 31
 Date: 02/23
 MPE No. 06034-01





Adapted from: *Fault Activity Map of California 2010*. California Geological Survey, Geologic Data Map No. 6. Compilation and Interpretation by C.W. Jennings and W.A. Bryant

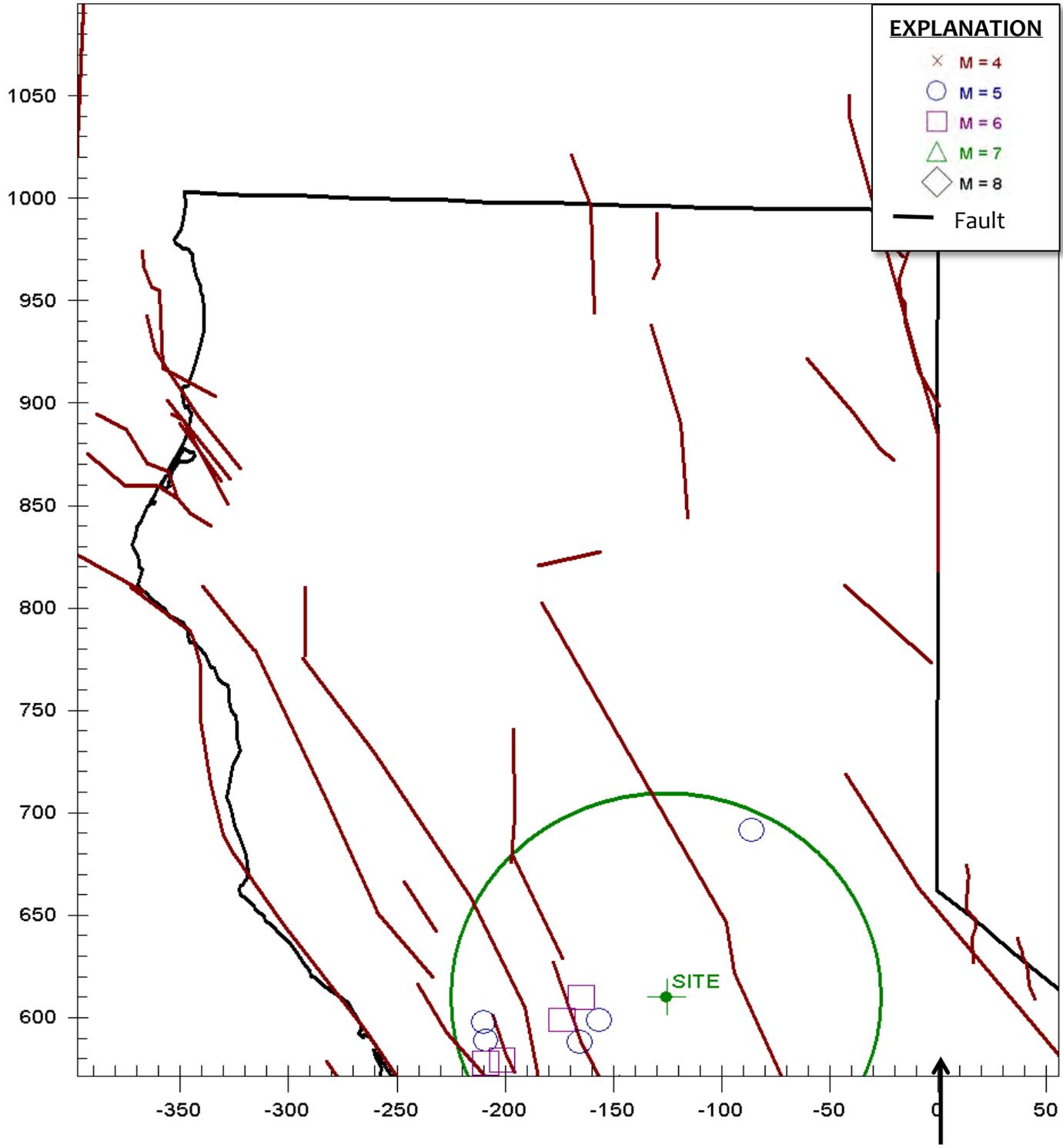


REGIONAL FAULT MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 32
 Date: 02/23
 MPE No. 06034-01

EARTHQUAKE EPICENTER MAP

New Nicholas Elementary School Campus



NOTES: Adapted from Blake, T.F., 2000, EQSEARCH, A Computer Program for the Estimation of Peak Horizontal Acceleration from California Historical Earthquake Catalogs, Ver. 3.0, with earthquake catalog updated January 2022.

NORTH
Not to Scale



EARTHQUAKE EPICENTER MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 33
 Date: 02/23
 MPE No. 06034-01

National Flood Hazard Layer FIRMette



121°26'55"W 38°30'42"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AD, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone A)
		Future Conditions 1% Annual Chance Flood Hazard (Zone X)
		Area with Reduced Flood Risk due to Levee. See Notes, (Zone X)
		Area with Flood Risk due to Levee (Zone D)
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard (Zone X)
		Effective LOMRs
		Area of Undetermined Flood Hazard (Zone)
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation 20.2 17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped

FLOOD HAZARDS

ZONE X – Site shown as being within Area with Reduced Flood Risk due to the Levee

ZONE AE – Base Flood Elevations Determined

Adapted from: Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 06067C0190H, dated August 16, 2012



FEMA FLOOD MAP
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE 34

Date: 02/23

MPE No. 06034-01

APPENDICES

APPENDIX A

APPENDIX A

A. GENERAL INFORMATION

The performance of a Geologic Hazards and Geotechnical Engineering Report for the proposed new Nicholas Elementary School campus to be constructed within the existing Nicholas Elementary School campus located at 6601 Steiner Drive in Sacramento, California, was authorized by Rose Ramos with Sacramento City Unified School District on November 2, 2022, whose mailing address is 425 1st Avenue, Sacramento, California 95818; telephone (916) 395-9230.

B. FIELD EXPLORATION

On November 21 through 23, 2022 and February 20, 2023, 23 soil borings were drilled at the approximate locations indicated on Figure 3a, utilizing a CME-55HT and CME-75, track-mounted drill rigs equipped with 7 $\frac{5}{8}$ -inch outside diameter (O.D.), 4 $\frac{1}{4}$ -inch inside diameter (I.D.) hollow stem augers, 4-inch O.D. and 6-inch O.D. solid flight augers. The borings were drilled to maximum depths of approximately 5 to 51 feet below existing site grades.

At various intervals, relatively undisturbed soil samples were recovered with a 2 $\frac{1}{2}$ -inch O.D., 2-inch I.D. Modified California sampler (ASTM D3550), or with a 2-inch O.D., 1 $\frac{3}{8}$ -inch I.D. SPT sampler (ASTM D1586) driven by a 140-pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch long sampler each 6-inch interval was recorded with the sum of the blows required to drive the sampler the lower 12-inch interval, or portion thereof, being designated the penetration resistance or "blow count" for that particular drive.

The samples obtained with the modified California sampler were retained in 2-inch diameter by 6-inch long, thin-walled brass tubes contained within the sampler. The samples obtained with the SPT sampler were retained in sealed plastic bags. Immediately after recovery, the field engineer visually classified the soil in the tubes or SPT-sampler. The ends of the tubes were sealed or soils from the SPT sampler were placed in the sealed plastic bags to preserve the natural moisture contents. Disturbed bulk samples of the surface materials also were obtained at various locations and depths. Soil samples were taken to our laboratory for additional classification (ASTM D2488) and selection of samples for testing.

The Logs of Soil Borings, Figures 4 through 26, contain descriptions of the soils encountered in each boring. A Boring Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained on Figure 27.

C. LABORATORY TESTING

Selected undisturbed samples of the soils were tested to determine dry unit weight (ASTM D2937), natural moisture content (ASTM D2216), percent passing the 200 sieve (ASTM D1140), and triaxial shear test (ASTM D7181). The results of these tests are included on the boring logs at the depth each sample was obtained.

Two bulk samples of the near-surface soils were subjected to an Expansion Index testing (ASTM D4829). The results of these tests are presented on Figures A1 and A2.

One bulk sample of the anticipated pavement subgrade soils was subjected to Resistance ("R-") value testing. The results of the test were used in the pavement design and presented on Figure A3.

One sample of soil was subjected to Atterberg limits (ASTM D4318) tests. The results of this test are presented on Figure A4.

Two samples of near-surface soils were submitted to Sunland Analytical in Rancho Cordova, California, for corrosivity testing in accordance with No. 643 (Modified Small Cell), CT 532, CT 422, and CT 417. The analytical results are presented in the text of the report.

EXPANSION INDEX TEST RESULTS
 (ASTM D4829-21)
 (UBC 18-2)

Material Description: Brown, tanish brown mottling, fine sandy silt (ML)
 Location: D8 (0 – 2 feet)

Sample Number	Pre-Test Moisture (%)	Post-Test Moisture (%)	Dry Density (pcf)	Expansion Index
D8	11.2	22.6	101	31

CLASSIFICATION OF EXPANSIVE SOIL

<u>EXPANSION INDEX</u>	<u>POTENTIAL EXPANSION</u>
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

<i>MPE</i>	EXPANSION INDEX TEST RESULTS NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California	FIGURE A1 Date: 12/22 MPE No. 06034-01
-------------------	---	---

EXPANSION INDEX TEST RESULTS
 (ASTM D4829-21)
 (UBC 18-2)

Material Description: Olive brown, reddish brown, black mottling, fine sandy silt (ML)
 Location: D9 (0 – 2 feet)

Sample Number	Pre-Test Moisture (%)	Post-Test Moisture (%)	Dry Density (pcf)	Expansion Index
D9	12.3	20.1	104	16

CLASSIFICATION OF EXPANSIVE SOIL

<u>EXPANSION INDEX</u>	<u>POTENTIAL EXPANSION</u>
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

<i>MPE</i>	<u>EXPANSION INDEX TEST RESULTS</u> NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California	<u>FIGURE A2</u> Date: 12/22 MPE No. 06034-01
-------------------	--	--

RESISTANCE VALUE TEST RESULTS
(California Test 301)

Material Description: Brown, tannish brown mottling, fine sandy silt (ML)

Location: D8 (0 to 2 feet)

Specimen No.	Dry Unit Weight (pcf)	Moisture at Compaction (%)	Exudation Pressure (psi)	Expansion Pressure (psf)	R-Value
R18	110.4	16.4	310	0	42
R13	108.6	15.4	510	30	46
R17	107.6	15.4	204	0	20

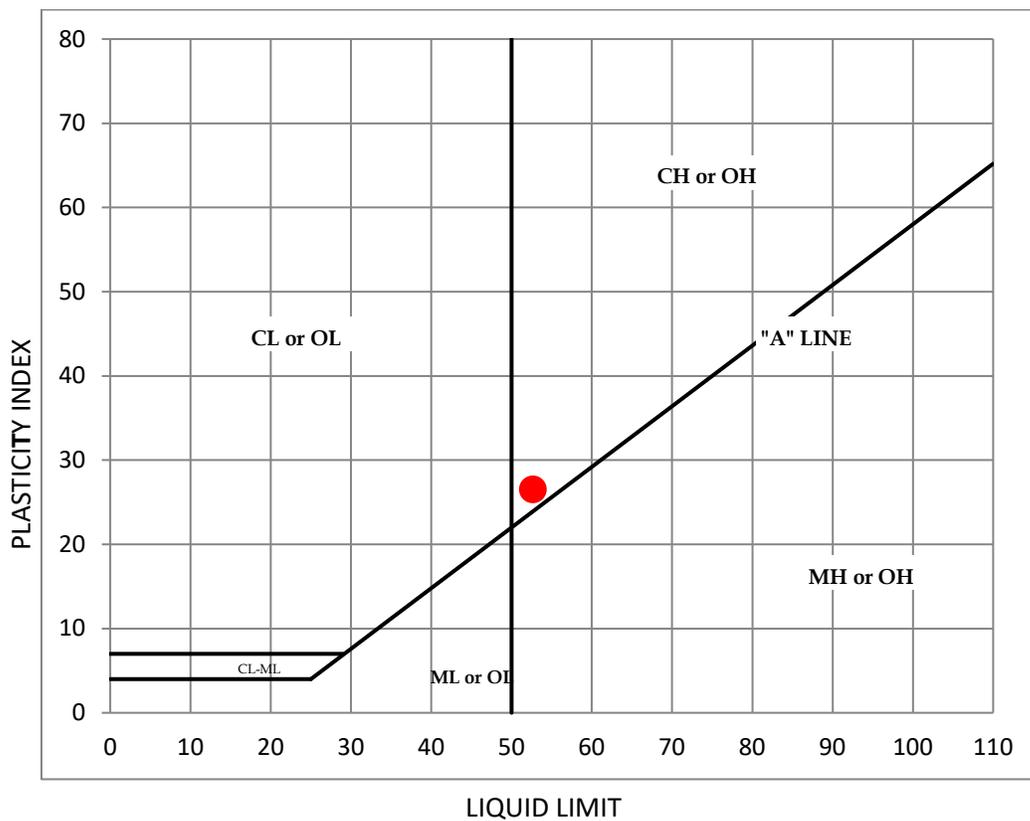
Resistance-value @ 300 psi = 41

	<u>RESISTANCE VALUE TEST RESULTS</u> NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS 6601 Steiner Drive Sacramento, California	<u>FIGURE A3</u> Date: 12/22 MPE No. 06034-01
---	---	--

ATTERBERG LIMITS (ASTM D4318)

Symbol	Sample	Natural Moisture Content (%)	Liquid Limit (LL)	Plastic Limit (PL)	Plasticity Index (PI)	Percent Passing #200 Sieve	Percent Passing 0.0020 mm
●	D3-9	-	52	27	25	-	-

PLASTICITY CHART



LABORATORY TEST RESULTS
NEW NICHOLAS ELEMENTARY SCHOOL
CAMPUS
 6601 Steiner Drive
 Sacramento, California

FIGURE A4

Date: 12/22

MPE No. 06034-01

APPENDIX B

APPENDIX B
GUIDE EARTHWORK SPECIFICATIONS
NEW NICHOLAS ELEMENTARY SCHOOL CAMPUS
6601 Steiner Drive
Sacramento, California
MPE No. 06034-01

PART 1: GENERAL

1.1 SCOPE

A. General Description

This item shall include clearing of all surface and subsurface structures associated with previous development of the site, existing structures, septic systems, leach lines, concrete slabs, foundations, asphalt concrete, utilities to be relocated or abandoned including all associated backfill, trees, demolition debris, rubbish, rubble, rubbish and associated items; preparation of surfaces to be filled, filling, spreading, compaction, observation and testing of the fill; and all subsidiary work necessary to complete the grading of the building areas to conform with the lines, grades and slopes as shown on the accepted Drawings.

B. Related Work Specified Elsewhere

1. Trenching and backfilling for sanitary sewer system: Section _____.
2. Trenching and backfilling for storm drain system: Section _____.
3. Trenching and backfilling for underground water, natural gas, and electric supplies: Section _____.

C. Geotechnical Engineer

Where specific reference is made to "Geotechnical Engineer" this designation shall be understood to include either him or his representative.

1.2 PROTECTION

- A. Adequate protection measures shall be provided to protect workers and passers-by at the site. Streets and adjacent property shall be fully protected throughout the operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.
- D. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- E. Surface drainage provisions shall be made during the period of construction in a manner to avoid creating a nuisance to adjacent areas.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.

1.3 GEOTECHNICAL REPORT

- A. A Geologic Hazards and Geotechnical Engineering Report (MPE No. 06034-01; dated December 15, 2022, *Revised February 28, 2023*) has been prepared for this site by Mid Pacific Engineering, Inc., Geotechnical Engineers. A copy is available for review at the office of Mid Pacific Engineering, Inc., 840 Embarcadero Drive, Suite 20, West Sacramento, California 95605.
- B. The information contained in this report was obtained for design purposes only. The Contractor is responsible for any conclusions he/she may draw from this report; should the Contractor prefer not to assume such risk, he/she should employ their own experts to analyze available information and/or to

make additional borings upon which to base their conclusions, all at no cost to the Owner.

1.4 EXISTING SITE CONDITIONS

The Contractor shall be acquainted with all site conditions. If unshown active utilities are encountered during the work, the Architect shall be promptly notified for instructions. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to the discovery of such unshown utilities.

1.5 SEASONAL LIMITS

Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

PART 2: PRODUCTS

2.1 MATERIALS

- A. All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils with a maximum particle size of approximately three inches (3"); free from significant quantities of rubble, rubbish and vegetation; and, having been tested and approved by the Geotechnical Engineer prior to use.
- B. Imported fill materials shall be approved by the Geotechnical Engineer; shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15), when tested in accordance with ASTM D4318; shall have a maximum Expansion Index not exceeding twenty (20) when tested in accordance with ASTM D4829; and, shall be of three-inch (3") maximum

particle size. Import fill shall be clean of contamination with appropriate documentation. All imported materials shall be approved by the Geotechnical Engineer prior to being transported to the site.

- C. Asphalt concrete, aggregate base, aggregate subbase, and other paving products shall comply with the appropriate provisions of the *State of California (Caltrans) Standard Specifications Standards*, latest editions.

PART 3: EXECUTION

3.1 LAYOUT AND PREPARATION

Lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of utilities-all prior to beginning actual earthwork operations.

3.2 CLEARING, GRUBBING AND PREPARING BUILDING PADS AND PAVEMENT AREAS

- A. The site shall be cleared of existing structures designated for removal including but not limited to, foundations, slabs-on-grade, exterior flatwork, pavements, utilities to be relocated or abandoned including all associated backfill, demolition debris, rubbish, rubble and other unsuitable materials. Subsurface utilities to be relocated or abandoned shall be removed from within and to at least five feet beyond the perimeter of the proposed structural areas; remaining piping beyond the structure that is not removed shall be plugged. Excavations and depressions resulting from the removal of such items, as well as any existing excavations or loose soil deposits, as determined by the Geotechnical Engineer, shall be cleaned out to firm, undisturbed soil and backfilled with suitable materials in accordance with these specifications.
- B. All disturbed areas shall be sub-excavated in depth and lateral extent, as required by the Geotechnical Engineer, to expose firm, undisturbed native soils.

- C. The upper twelve inches (12") of soil subgrades within areas of removed flatwork, pavements, and utilities as well as sub-excavated and disturbed areas shall be ripped and cross-ripped to expose any remaining remnants, roots, rubble and debris. All exposed rubble and debris shall be removed from the subgrades. Hand picking of exposed rubble and debris shall be performed by the Contractor to adequately clear the grades.
- D. The surfaces upon which fill is to be placed, as well as at-grade areas or areas achieved by excavation, shall be plowed or scarified to a depth of at least twelve inches (12") until the surface is free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction by the selected equipment.
- E. Subgrade preparation and compaction shall extend at least five feet (5') beyond the proposed structure lines, or as required by the Geotechnical Engineer based on the exposed soil and site conditions.
- F. When the moisture content of the subgrade is below that required to achieve the specified density, and that minimum content recommended in the geotechnical report, water shall be added until the proper moisture content is achieved.
- G. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading or other methods until the moisture content is satisfactory for compaction.
- H. After the foundations for fill have been cleared, plowed or scarified, they shall be disced or bladed until uniform and free from large clods, brought to the proper moisture content and compacted to not less than ninety percent (90%) for all structural areas of the maximum dry density as determined by the ASTM D1557-91 Compaction Test. Soils compaction shall be performed using a heavy, self-propelled sheepsfoot compactor (Caterpillar 815 or equivalent size compactor) capable of providing compaction to the full depth of soils scarification/ripping. Compaction operations shall be performed in the

presence of the Geotechnical Engineer who will evaluate the performance of the materials under compactive load. Unstable soil deposits, as determined by the Geotechnical Engineer, shall be excavated to expose a firm base and grades restored with engineered fill in accordance with these specifications.

3.3 PLACING, SPREADING AND COMPACTING FILL MATERIAL

- a. The selected soil fill material shall be placed in layers which when compacted shall not exceed six inches (6") in thickness. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- b. When the moisture content of the fill material is below that required to achieve the specified density, water shall be added until the proper moisture content of at least the optimum is achieved.
- c. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading or other methods until the moisture content is satisfactory.
- d. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to at least ninety percent (90%) of the ASTM D1557 maximum dry density. Compaction shall be undertaken with a heavy, self-propelled sheepsfoot compactor (Caterpillar 815 or equivalent size compactor) capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the desired density has been obtained.
- e. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the accepted Drawings.

3.5 FINAL SUBGRADE PREPARATION

The upper twelve inches (12") of final building pad subgrades and the upper six inches (6") of all final subgrades supporting pavement sections shall be brought to a uniform moisture content, and shall be uniformly compacted to not less than:

building pad	90%
pavement areas	95%

of the ASTM D1557 maximum dry density, regardless of whether final subgrade elevations are attained by filling, excavation or are left at existing grades.

3.6 TRENCH BACKFILL

Utility trench backfill shall be placed in lifts of no more than six inches (6") in compacted thickness. Each lift shall be compacted to at least ninety percent (90%) compaction, as defined by ASTM D1557, except that backfill supporting sidewalks, streets or other public pavement shall be compacted to comply with applicable County of Sacramento Standards, latest editions. The upper six inches in pavement areas, the minimum compaction should be ninety-five (95%) percent of ASTM D1557. The upper 12 inches of trench backfill in structural areas (i.e. building pads, exterior flatwork, pavements) should consist of ninety-five percent (95%) compacted material.

3.7 TESTING AND OBSERVATION

- a. Grading operations shall be observed by the Geotechnical Engineer, serving as the representative of the Owner.
- b. Field density tests shall be made by the Geotechnical Engineer after compaction of each layer of fill. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
- c. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer

at least two (2) working days prior to commencement of any aspect of the site earthwork.

- d. If the Contractor should fail to meet the technical or design requirements embodied in this document and on the applicable plans, he shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer and the Architect/Engineer. No deviation from the specifications shall be made except upon written approval of the Geotechnical Engineer or Architect/Engineer.

APPENDIX C

*
* E Q S E A R C H *
*
* Version 3.00 *
*

ESTIMATION OF
PEAK ACCELERATION FROM
CALIFORNIA EARTHQUAKE CATALOGS

JOB NUMBER: 06034-01

DATE: 11-16-2022

JOB NAME: New Nicholas Elementary School Campus

EARTHQUAKE-CATALOG-FILE NAME: ALLQUAKE.DAT

MAGNITUDE RANGE:

MINIMUM MAGNITUDE: 5.00

MAXIMUM MAGNITUDE: 9.00

SITE COORDINATES:

SITE LATITUDE: 38.5075

SITE LONGITUDE: 121.4436

SEARCH DATES:

START DATE: 1800

END DATE: 2022

SEARCH RADIUS:

100.0 mi

160.9 km

ATTENUATION RELATION: 3) Boore et al. (1997) Horiz. - NEHRP D (250)

UNCERTAINTY (M=Median, S=Sigma): M Number of Sigmas: 0.0

ASSUMED SOURCE TYPE: BT [SS=Strike-slip, DS=Reverse-slip, BT=Blind-thrust]

SCOND: 0 Depth Source: A

Basement Depth: 2.00 km Campbell SSR: Campbell SHR:

COMPUTE PEAK HORIZONTAL ACCELERATION

MINIMUM DEPTH VALUE (km): 0.0

EARTHQUAKE SEARCH RESULTS

```

-----
|           |           |           | TIME |           | SITE | SITE | APPROX.
FILE|  LAT.  |  LONG.  | DATE  | (UTC) |DEPTH|QUAKE| ACC.  | MM  | DISTANCE
CODE| NORTH  |  WEST  |       | H M Sec| (km)| MAG. | g     | INT. | mi  [km]
-----+-----+-----+-----+-----+-----+-----+-----+-----+-----
DMG |38.4000|121.8000|04/30/1892| 0 9 0.0| 0.0| 5.50| 0.084 | VII | 20.6( 33.2)
DMG |38.5000|121.9000|04/21/1892|1743 0.0| 0.0| 6.20| 0.106 | VII | 24.7( 39.7)
DMG |38.3000|121.9000|05/19/1902|1831 0.0| 0.0| 5.50| 0.066 | VI  | 28.5( 45.9)
DMG |38.4000|122.0000|04/19/1892|1050 0.0| 0.0| 6.40| 0.099 | VII | 31.0( 49.9)
DMG |38.0000|121.9000|05/19/1889|1110 0.0| 0.0| 6.00| 0.062 | VI  | 42.9( 69.0)
DMG |37.9700|122.0500|10/24/1955| 41044.0| 0.0| 5.40| 0.041 | V   | 49.6( 79.8)
BRK |37.8300|121.8100|01/24/1980|19 0 9.0| 0.0| 5.80| 0.049 | VI  | 50.8( 81.8)
GSB |38.2152|122.3123|08/24/2014|102044.1|11.1| 6.02| 0.055 | VI  | 51.2( 82.4)
BRK |37.8100|121.7900|01/24/1980|19 1 2.0| 0.0| 5.10| 0.034 | V   | 51.7( 83.2)
GSB |38.3790|122.4130|09/03/2000|083630.1|10.0| 5.00| 0.031 | V   | 53.2( 85.6)
DMG |38.3000|122.4000|10/12/1891| 628 0.0| 0.0| 5.50| 0.040 | V   | 53.7( 86.4)
BRK |37.7600|121.7300|01/27/1980| 23336.0| 0.0| 5.40| 0.038 | V   | 53.9( 86.7)
DMG |38.2000|122.4000|03/31/1898| 743 0.0| 0.0| 6.20| 0.056 | VI  | 56.0( 90.1)
T-A |39.2500|121.0000|12/01/1867| 712 0.0| 0.0| 5.00| 0.030 | V   | 56.5( 91.0)
DMG |37.8000|122.0000|07/04/1861| 011 0.0| 0.0| 5.60| 0.040 | V   | 57.4( 92.4)

```

TIME PERIOD OF SEARCH: 1800 TO 2022

LENGTH OF SEARCH TIME: 223 years

THE EARTHQUAKE CLOSEST TO THE SITE IS ABOUT 20.6 MILES (33.2 km) AWAY.

LARGEST EARTHQUAKE MAGNITUDE FOUND IN THE SEARCH RADIUS: 8.3

LARGEST EARTHQUAKE SITE ACCELERATION FROM THIS SEARCH: 0.126 g

COEFFICIENTS FOR GUTENBERG & RICHTER RECURRENCE RELATION:

a-value= 1.285

b-value= 0.370

beta-value= 0.851

 TABLE OF MAGNITUDES AND EXCEEDANCES:

Earthquake Magnitude	Number of Times Exceeded	Cumulative No. / Year
-------------------------	-----------------------------	--------------------------

4.0	100	0.44843
4.5	100	0.44843
5.0	100	0.44843
5.5	49	0.21973
6.0	17	0.07623
6.5	5	0.02242
7.0	2	0.00897
7.5	1	0.00448
8.0	1	0.00448

APPENDIX D

SPT BASED LIQUEFACTION ANALYSIS REPORT

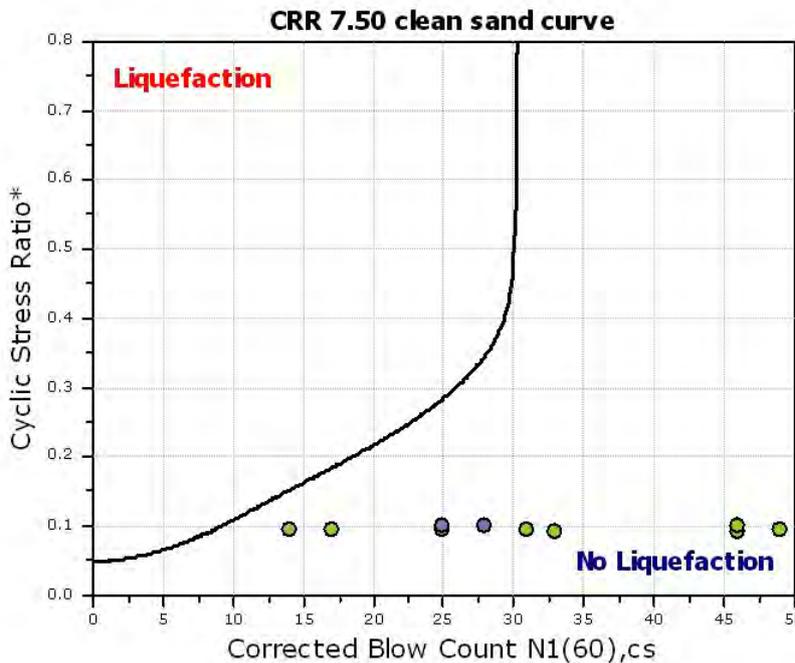
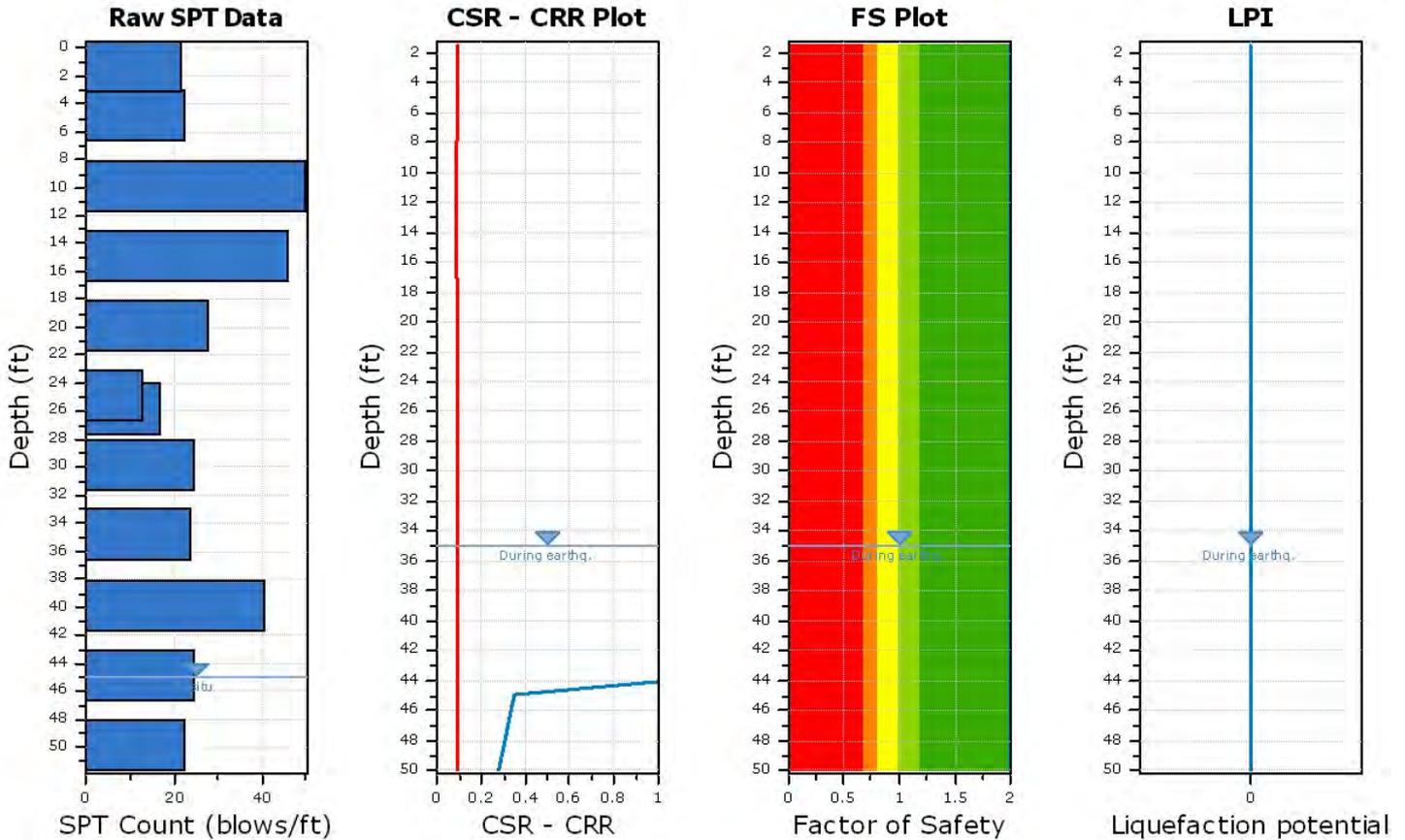
Project title : New Nicholas Elementary School Campus

SPT Name: D3

Location :

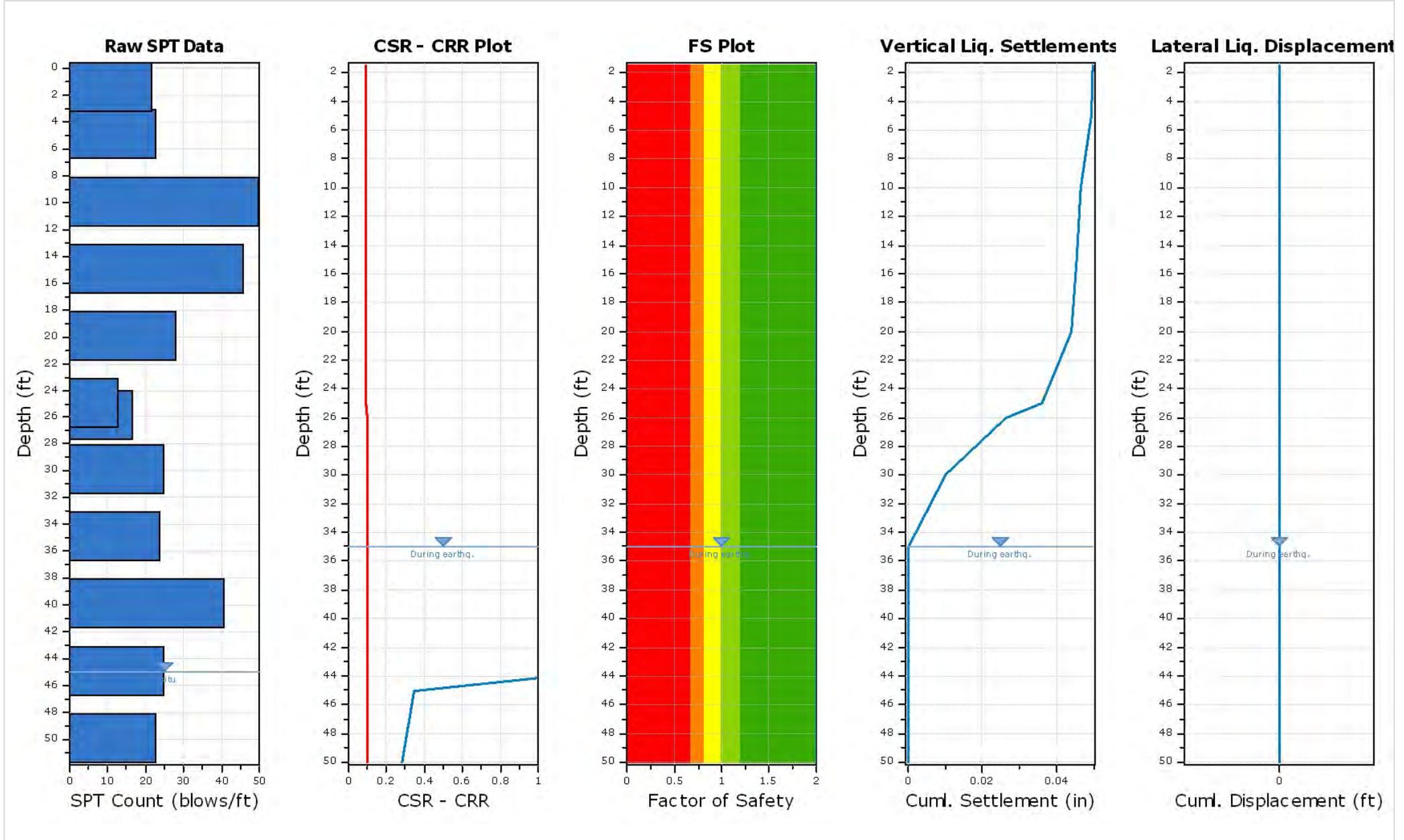
:: Input parameters and analysis properties ::

Analysis method:	NCEER 1998	G.W.T. (in-situ):	45.00 ft
Fines correction method:	NCEER 1998	G.W.T. (earthq.):	35.00 ft
Sampling method:	Standard Sampler	Earthquake magnitude M_w :	5.50
Borehole diameter:	65mm to 115mm	Peak ground acceleration:	0.32 g
Rod length:	3.50 ft	Eq. external load:	0.00 tsf
Hammer energy ratio:	1.31		



- F.S. color scheme**
- Almost certain it will liquefy
 - Very likely to liquefy
 - Liquefaction and no liq. are equally likely
 - Unlike to liquefy
 - Almost certain it will not liquefy
- LPI color scheme**
- Very high risk
 - High risk
 - Low risk

:: Overall Liquefaction Assessment Analysis Plots ::



:: Field input data ::					
Test Depth (ft)	SPT Field Value (blows)	Fines Content (%)	Unit Weight (pcf)	Infl. Thickness (ft)	Can Liquefy
1.50	22	71.00	120.00	1.50	Yes
5.00	23	71.00	120.00	7.00	Yes
10.00	50	71.00	120.00	5.00	Yes
15.00	46	71.00	120.00	4.00	Yes
20.00	28	4.00	120.00	6.00	Yes
25.00	13	4.00	120.00	1.50	Yes
26.00	17	4.00	120.00	3.50	Yes
30.00	25	4.00	120.00	4.00	Yes
35.00	24	90.00	120.00	5.00	Yes
40.00	41	60.00	120.00	6.00	Yes
45.00	25	60.00	120.00	5.00	Yes
50.00	23	60.00	120.00	1.50	Yes

Abbreviations

Depth: Depth at which test was performed (ft)
 SPT Field Value: Number of blows per foot
 Fines Content: Fines content at test depth (%)
 Unit Weight: Unit weight at test depth (pcf)
 Infl. Thickness: Thickness of the soil layer to be considered in settlements analysis (ft)
 Can Liquefy: User defined switch for excluding/including test depth from the analysis procedure

:: Cyclic Resistance Ratio (CRR) calculation data ::																
Depth (ft)	SPT Field Value	Unit Weight (pcf)	σ_v (tsf)	u_o (tsf)	σ'_{vo} (tsf)	C_N	C_E	C_B	C_R	C_S	$(N_1)_{60}$	Fines Content (%)	α	β	$(N_1)_{60cs}$	$CRR_{7.5}$
1.50	22	120.00	0.09	0.00	0.09	1.70	1.31	1.00	0.75	1.00	37	71.00	5.00	1.20	49	4.000
5.00	23	120.00	0.30	0.00	0.30	1.48	1.31	1.00	0.75	1.00	34	71.00	5.00	1.20	46	4.000
10.00	50	120.00	0.60	0.00	0.60	1.25	1.31	1.00	0.85	1.00	69	71.00	5.00	1.20	88	4.000
15.00	46	120.00	0.90	0.00	0.90	1.07	1.31	1.00	0.85	1.00	55	71.00	5.00	1.20	71	4.000
20.00	28	120.00	1.20	0.00	1.20	0.94	1.31	1.00	0.95	1.00	33	4.00	0.00	1.00	33	4.000
25.00	13	120.00	1.50	0.00	1.50	0.84	1.31	1.00	0.95	1.00	14	4.00	0.00	1.00	14	4.000
26.00	17	120.00	1.56	0.00	1.56	0.82	1.31	1.00	0.95	1.00	17	4.00	0.00	1.00	17	4.000
30.00	25	120.00	1.80	0.00	1.80	0.76	1.31	1.00	1.00	1.00	25	4.00	0.00	1.00	25	4.000
35.00	24	120.00	2.10	0.00	2.10	0.69	1.31	1.00	1.00	1.00	22	90.00	5.00	1.20	31	4.000
40.00	41	120.00	2.40	0.00	2.40	0.63	1.31	1.00	1.00	1.00	34	60.00	5.00	1.20	46	4.000
45.00	25	120.00	2.70	0.00	2.70	0.59	1.31	1.00	1.00	1.00	19	60.00	5.00	1.20	28	0.348
50.00	23	120.00	3.00	0.16	2.84	0.57	1.31	1.00	1.00	1.00	17	60.00	5.00	1.20	25	0.285

Abbreviations

σ_v : Total stress during SPT test (tsf)
 u_o : Water pore pressure during SPT test (tsf)
 σ'_{vo} : Effective overburden pressure during SPT test (tsf)
 C_N : Overburden correction factor
 C_E : Energy correction factor
 C_B : Borehole diameter correction factor
 C_R : Rod length correction factor
 C_S : Liner correction factor
 $N_{1(60)}$: Corrected N_{SPT} to a 60% energy ratio
 α, β : Clean sand equivalent clean sand formula coefficients
 $N_{1(60)cs}$: Corrected $N_{1(60)}$ value for fines content
 $CRR_{7.5}$: Cyclic resistance ratio for $M=7.5$

:: Cyclic Stress Ratio calculation (CSR fully adjusted and normalized) ::													
Depth (ft)	Unit Weight (pcf)	$\sigma_{v,eq}$ (tsf)	$u_{o,eq}$ (tsf)	$\sigma'_{vo,eq}$ (tsf)	r_d	α	CSR	MSF	$CSR_{eq,M=7.5}$	K_{σ}	CSR*	FS	
1.50	120.00	0.09	0.00	0.09	1.00	1.00	0.208	2.21	0.094	1.00	0.094	2.000	●
5.00	120.00	0.30	0.00	0.30	0.99	1.00	0.206	2.21	0.093	1.00	0.093	2.000	●
10.00	120.00	0.60	0.00	0.60	0.98	1.00	0.204	2.21	0.092	1.00	0.092	2.000	●
15.00	120.00	0.90	0.00	0.90	0.97	1.00	0.201	2.21	0.091	1.00	0.091	2.000	●
20.00	120.00	1.20	0.00	1.20	0.96	1.00	0.199	2.21	0.090	0.98	0.092	2.000	●
25.00	120.00	1.50	0.00	1.50	0.94	1.00	0.196	2.21	0.089	0.93	0.095	2.000	●
26.00	120.00	1.56	0.00	1.56	0.94	1.00	0.195	2.21	0.088	0.93	0.095	2.000	●
30.00	120.00	1.80	0.00	1.80	0.92	1.00	0.191	2.21	0.087	0.90	0.096	2.000	●
35.00	120.00	2.10	0.00	2.10	0.89	1.00	0.185	2.21	0.084	0.87	0.096	2.000	●
40.00	120.00	2.40	0.16	2.24	0.85	1.00	0.189	2.21	0.086	0.86	0.100	2.000	●
45.00	120.00	2.70	0.31	2.39	0.80	1.00	0.189	2.21	0.085	0.85	0.101	2.000	●
50.00	120.00	3.00	0.47	2.53	0.75	1.00	0.186	2.21	0.084	0.84	0.100	2.000	●

Abbreviations

- $\sigma_{v,eq}$: Total overburden pressure at test point, during earthquake (tsf)
- $u_{o,eq}$: Water pressure at test point, during earthquake (tsf)
- $\sigma'_{vo,eq}$: Effective overburden pressure, during earthquake (tsf)
- r_d : Nonlinear shear mass factor
- α : Improvement factor due to stone columns
- CSR: Cyclic Stress Ratio (adjusted for improvement)
- MSF: Magnitude Scaling Factor
- $CSR_{eq,M=7.5}$: CSR adjusted for M=7.5
- K_{σ} : Effective overburden stress factor
- CSR*: CSR fully adjusted
- FS: Calculated factor of safety against soil liquefaction

:: Vertical settlements estimation for dry sands ::												
Depth (ft)	$(N_s)_{60}$	τ_{av}	p	G_{max} (tsf)	α	b	γ	ϵ_{15}	N_c	ϵ_{Nc} (%)	Δh (ft)	ΔS (in)
1.50	37	0.02	0.06	0.40	0.13	27141.54	0.00	0.00	2.41	0.00	1.50	0.000
5.00	34	0.06	0.20	0.72	0.14	13179.75	0.00	0.00	2.41	0.00	7.00	0.003
10.00	69	0.12	0.40	1.26	0.15	8695.39	0.00	0.00	2.41	0.00	5.00	0.001
15.00	55	0.18	0.60	1.44	0.16	6817.65	0.00	0.00	2.41	0.00	4.00	0.001
20.00	33	0.24	0.80	1.29	0.17	5736.82	0.00	0.00	2.41	0.01	6.00	0.008
25.00	14	0.29	1.00	1.08	0.18	5017.94	0.00	0.00	2.41	0.03	1.50	0.010
26.00	17	0.30	1.05	1.18	0.18	4901.23	0.00	0.00	2.41	0.02	3.50	0.016
30.00	25	0.34	1.21	1.44	0.19	4497.97	0.00	0.00	2.41	0.01	4.00	0.010

Cumulative settlements: 0.050

Abbreviations

- τ_{av} : Average cyclic shear stress
- p: Average stress
- G_{max} : Maximum shear modulus (tsf)
- α, b : Shear strain formula variables
- γ : Average shear strain
- ϵ_{15} : Volumetric strain after 15 cycles
- N_c : Number of cycles
- ϵ_{Nc} : Volumetric strain for number of cycles N_c (%)
- Δh : Thickness of soil layer (in)
- ΔS : Settlement of soil layer (in)

:: Vertical settlements estimation for saturated sands ::					
Depth (ft)	D₅₀ (in)	q_c/N	e_v (%)	Δh (ft)	s (in)
35.00	0.00	5.00	0.00	5.00	0.000
40.00	0.00	5.00	0.00	6.00	0.000
45.00	0.00	5.00	0.00	5.00	0.000
50.00	0.00	5.00	0.00	1.50	0.000

Cumulative settlements: 0.000

Abbreviations

- D₅₀: Median grain size (in)
- q_c/N: Ratio of cone resistance to SPT
- e_v: Post liquefaction volumetric strain (%)
- Δh: Thickness of soil layer to be considered (ft)
- s: Estimated settlement (in)

SPT BASED LIQUEFACTION ANALYSIS REPORT

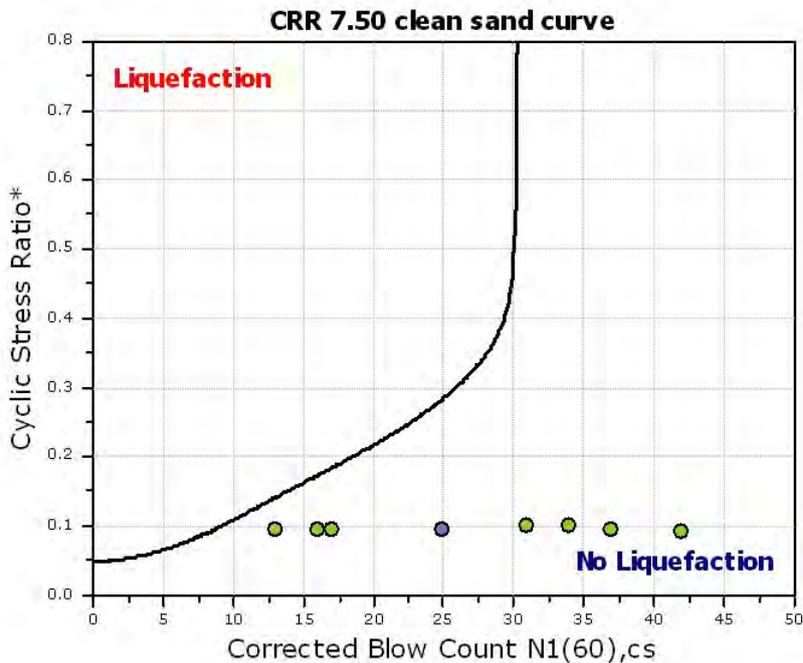
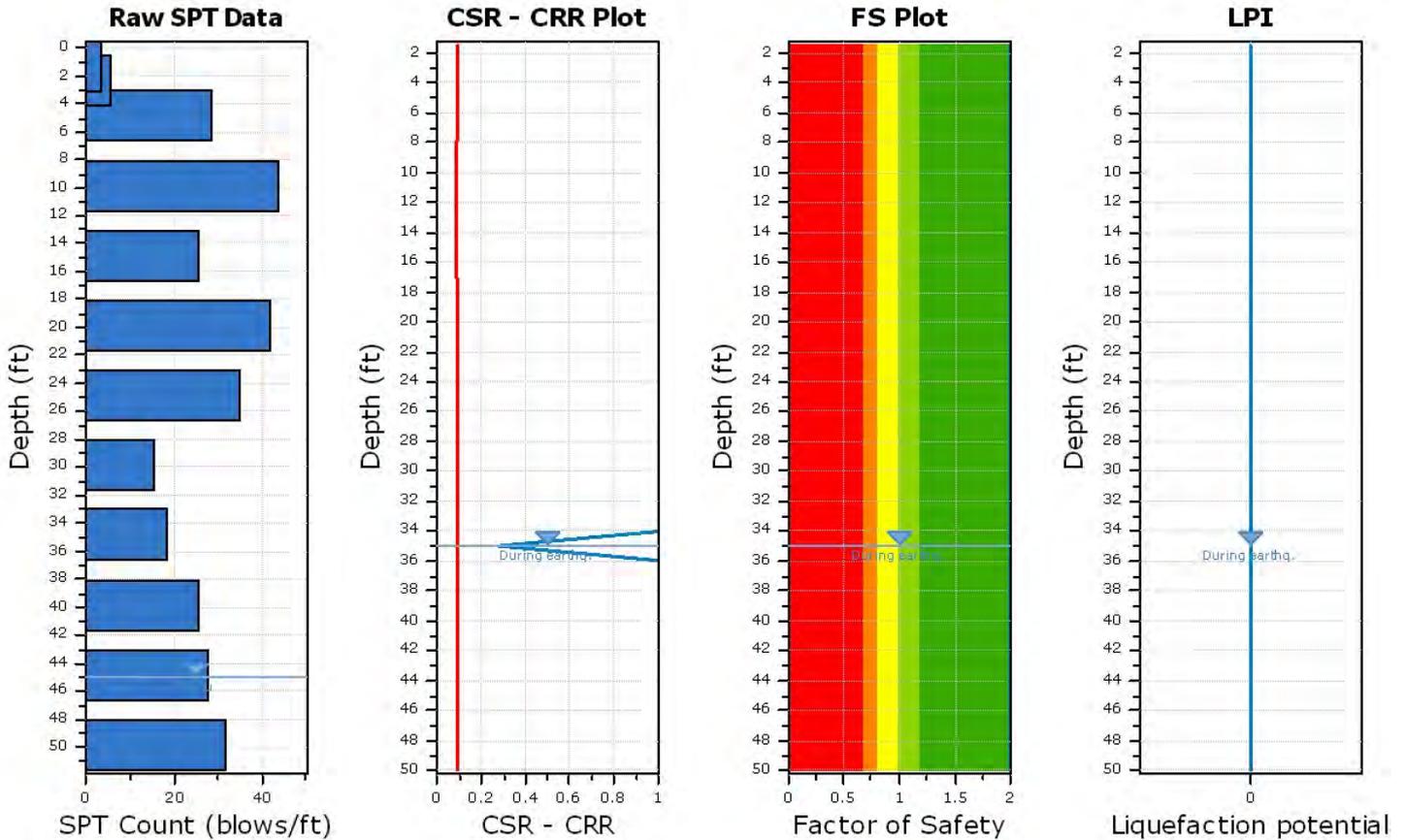
Project title : New Nicholas Elementary School Campus

SPT Name: D9

Location :

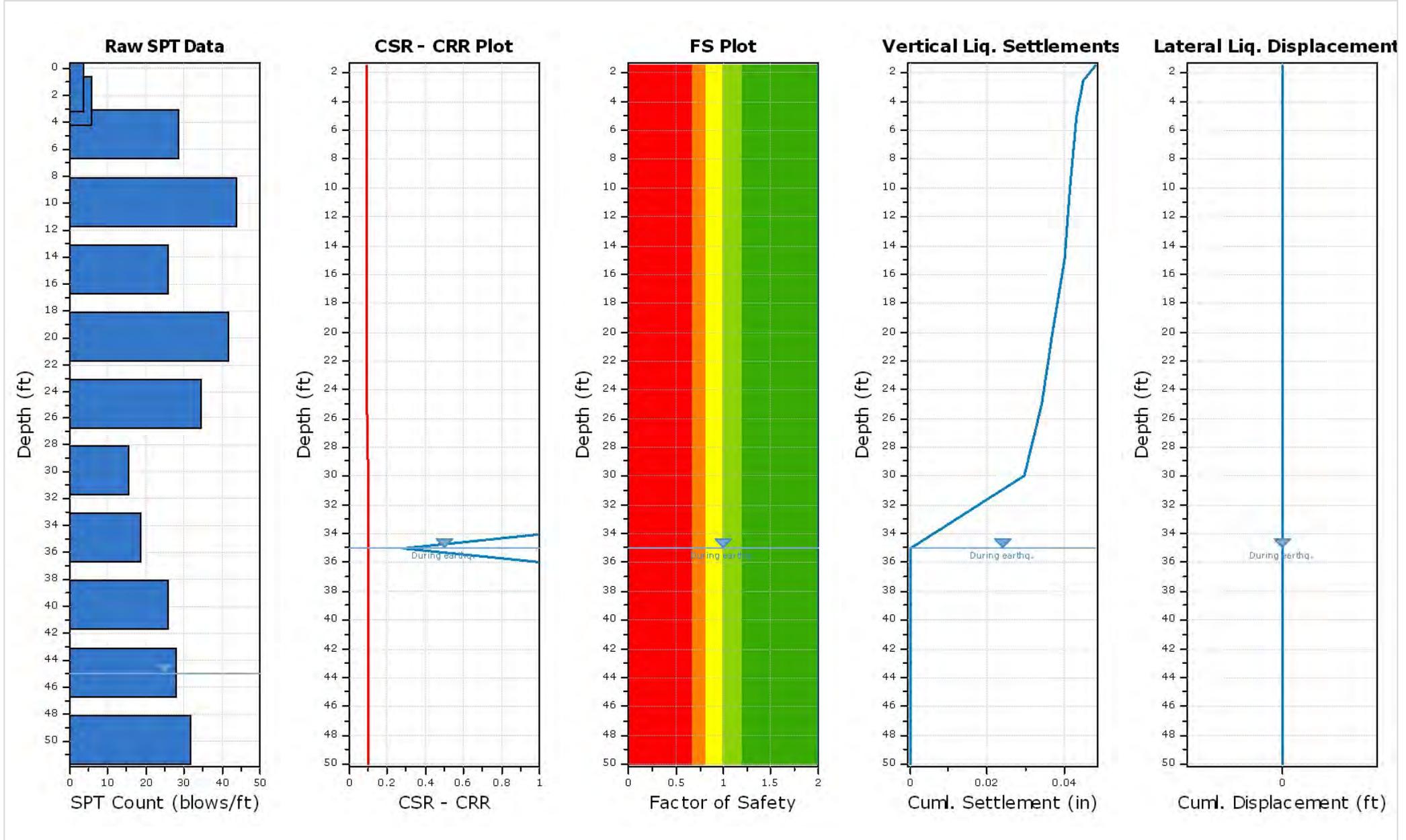
:: Input parameters and analysis properties ::

Analysis method:	NCEER 1998	G.W.T. (in-situ):	45.00 ft
Fines correction method:	NCEER 1998	G.W.T. (earthq.):	35.00 ft
Sampling method:	Standard Sampler	Earthquake magnitude M_w :	5.50
Borehole diameter:	65mm to 115mm	Peak ground acceleration:	0.32 g
Rod length:	3.50 ft	Eq. external load:	0.00 tsf
Hammer energy ratio:	1.31		



- F.S. color scheme**
- Almost certain it will liquefy
 - Very likely to liquefy
 - Liquefaction and no liq. are equally likely
 - Unlike to liquefy
 - Almost certain it will not liquefy
- LPI color scheme**
- Very high risk
 - High risk
 - Low risk

:: Overall Liquefaction Assessment Analysis Plots ::



:: Field input data ::					
Test Depth (ft)	SPT Field Value (blows)	Fines Content (%)	Unit Weight (pcf)	Infl. Thickness (ft)	Can Liquefy
1.50	4	71.00	120.00	1.50	Yes
2.50	6	71.00	120.00	1.00	Yes
5.00	29	71.00	120.00	6.00	Yes
10.00	44	71.00	120.00	5.00	Yes
15.00	26	71.00	120.00	4.00	Yes
20.00	42	71.00	120.00	6.00	Yes
25.00	35	4.00	120.00	3.50	Yes
30.00	16	4.00	120.00	5.50	Yes
35.00	19	90.00	120.00	5.00	Yes
40.00	26	60.00	120.00	6.00	Yes
45.00	28	60.00	120.00	5.00	Yes
50.00	32	60.00	120.00	1.50	Yes

Abbreviations

Depth: Depth at which test was performed (ft)
 SPT Field Value: Number of blows per foot
 Fines Content: Fines content at test depth (%)
 Unit Weight: Unit weight at test depth (pcf)
 Infl. Thickness: Thickness of the soil layer to be considered in settlements analysis (ft)
 Can Liquefy: User defined switch for excluding/including test depth from the analysis procedure

:: Cyclic Resistance Ratio (CRR) calculation data ::																
Depth (ft)	SPT Field Value	Unit Weight (pcf)	σ_v (tsf)	u_o (tsf)	σ'_{vo} (tsf)	C_N	C_E	C_B	C_R	C_S	$(N_1)_{60}$	Fines Content (%)	α	β	$(N_1)_{60cs}$	$CRR_{7.5}$
1.50	4	120.00	0.09	0.00	0.09	1.70	1.31	1.00	0.75	1.00	7	71.00	5.00	1.20	13	4.000
2.50	6	120.00	0.15	0.00	0.15	1.64	1.31	1.00	0.75	1.00	10	71.00	5.00	1.20	17	4.000
5.00	29	120.00	0.30	0.00	0.30	1.48	1.31	1.00	0.75	1.00	42	71.00	5.00	1.20	55	4.000
10.00	44	120.00	0.60	0.00	0.60	1.25	1.31	1.00	0.85	1.00	61	71.00	5.00	1.20	78	4.000
15.00	26	120.00	0.90	0.00	0.90	1.07	1.31	1.00	0.85	1.00	31	71.00	5.00	1.20	42	4.000
20.00	42	120.00	1.20	0.00	1.20	0.94	1.31	1.00	0.95	1.00	49	71.00	5.00	1.20	64	4.000
25.00	35	120.00	1.50	0.00	1.50	0.84	1.31	1.00	0.95	1.00	37	4.00	0.00	1.00	37	4.000
30.00	16	120.00	1.80	0.00	1.80	0.76	1.31	1.00	1.00	1.00	16	4.00	0.00	1.00	16	4.000
35.00	19	120.00	2.10	0.00	2.10	0.69	1.31	1.00	1.00	1.00	17	90.00	5.00	1.20	25	0.285
40.00	26	120.00	2.40	0.00	2.40	0.63	1.31	1.00	1.00	1.00	22	60.00	5.00	1.20	31	4.000
45.00	28	120.00	2.70	0.00	2.70	0.59	1.31	1.00	1.00	1.00	22	60.00	5.00	1.20	31	4.000
50.00	32	120.00	3.00	0.16	2.84	0.57	1.31	1.00	1.00	1.00	24	60.00	5.00	1.20	34	4.000

Abbreviations

σ_v : Total stress during SPT test (tsf)
 u_o : Water pore pressure during SPT test (tsf)
 σ'_{vo} : Effective overburden pressure during SPT test (tsf)
 C_N : Overburden correction factor
 C_E : Energy correction factor
 C_B : Borehole diameter correction factor
 C_R : Rod length correction factor
 C_S : Liner correction factor
 $N_{1(60)}$: Corrected N_{SPT} to a 60% energy ratio
 α, β : Clean sand equivalent clean sand formula coefficients
 $N_{1(60)cs}$: Corrected $N_{1(60)}$ value for fines content
 $CRR_{7.5}$: Cyclic resistance ratio for $M=7.5$

:: Cyclic Stress Ratio calculation (CSR fully adjusted and normalized) ::													
Depth (ft)	Unit Weight (pcf)	$\sigma_{v,eq}$ (tsf)	$u_{o,eq}$ (tsf)	$\sigma'_{vo,eq}$ (tsf)	r_d	α	CSR	MSF	$CSR_{eq,M=7.5}$	K_{σ}	CSR*	FS	
1.50	120.00	0.09	0.00	0.09	1.00	1.00	0.208	2.21	0.094	1.00	0.094	2.000	●
2.50	120.00	0.15	0.00	0.15	1.00	1.00	0.207	2.21	0.094	1.00	0.094	2.000	●
5.00	120.00	0.30	0.00	0.30	0.99	1.00	0.206	2.21	0.093	1.00	0.093	2.000	●
10.00	120.00	0.60	0.00	0.60	0.98	1.00	0.204	2.21	0.092	1.00	0.092	2.000	●
15.00	120.00	0.90	0.00	0.90	0.97	1.00	0.201	2.21	0.091	1.00	0.091	2.000	●
20.00	120.00	1.20	0.00	1.20	0.96	1.00	0.199	2.21	0.090	0.98	0.092	2.000	●
25.00	120.00	1.50	0.00	1.50	0.94	1.00	0.196	2.21	0.089	0.93	0.095	2.000	●
30.00	120.00	1.80	0.00	1.80	0.92	1.00	0.191	2.21	0.087	0.90	0.096	2.000	●
35.00	120.00	2.10	0.00	2.10	0.89	1.00	0.185	2.21	0.084	0.87	0.096	2.000	●
40.00	120.00	2.40	0.16	2.24	0.85	1.00	0.189	2.21	0.086	0.86	0.100	2.000	●
45.00	120.00	2.70	0.31	2.39	0.80	1.00	0.189	2.21	0.085	0.85	0.101	2.000	●
50.00	120.00	3.00	0.47	2.53	0.75	1.00	0.186	2.21	0.084	0.84	0.100	2.000	●

Abbreviations

- $\sigma_{v,eq}$: Total overburden pressure at test point, during earthquake (tsf)
- $u_{o,eq}$: Water pressure at test point, during earthquake (tsf)
- $\sigma'_{vo,eq}$: Effective overburden pressure, during earthquake (tsf)
- r_d : Nonlinear shear mass factor
- α : Improvement factor due to stone columns
- CSR: Cyclic Stress Ratio (adjusted for improvement)
- MSF: Magnitude Scaling Factor
- $CSR_{eq,M=7.5}$: CSR adjusted for M=7.5
- K_{σ} : Effective overburden stress factor
- CSR*: CSR fully adjusted
- FS: Calculated factor of safety against soil liquefaction

:: Vertical settlements estimation for dry sands ::												
Depth (ft)	$(N_1)_{60}$	τ_{av}	p	G_{max} (tsf)	α	b	γ	ϵ_{15}	N_c	ϵ_{Nc} (%)	Δh (ft)	ΔS (in)
1.50	7	0.02	0.06	0.26	0.13	27141.54	0.00	0.00	2.41	0.01	1.50	0.003
2.50	10	0.03	0.10	0.36	0.13	19976.77	0.00	0.00	2.41	0.01	1.00	0.002
5.00	42	0.06	0.20	0.76	0.14	13179.75	0.00	0.00	2.41	0.00	6.00	0.002
10.00	61	0.12	0.40	1.21	0.15	8695.39	0.00	0.00	2.41	0.00	5.00	0.001
15.00	31	0.18	0.60	1.21	0.16	6817.65	0.00	0.00	2.41	0.00	4.00	0.003
20.00	49	0.24	0.80	1.60	0.17	5736.82	0.00	0.00	2.41	0.00	6.00	0.003
25.00	37	0.29	1.00	1.49	0.18	5017.94	0.00	0.00	2.41	0.01	3.50	0.004
30.00	16	0.34	1.21	1.24	0.19	4497.97	0.00	0.00	2.41	0.02	5.50	0.030

Cumulative settlements: 0.048

Abbreviations

- τ_{av} : Average cyclic shear stress
- p: Average stress
- G_{max} : Maximum shear modulus (tsf)
- α, b : Shear strain formula variables
- γ : Average shear strain
- ϵ_{15} : Volumetric strain after 15 cycles
- N_c : Number of cycles
- ϵ_{Nc} : Volumetric strain for number of cycles N_c (%)
- Δh : Thickness of soil layer (in)
- ΔS : Settlement of soil layer (in)

:: Vertical settlements estimation for saturated sands ::					
Depth (ft)	D₅₀ (in)	q_c/N	e_v (%)	Δh (ft)	s (in)
35.00	0.00	5.00	0.00	5.00	0.000
40.00	0.00	5.00	0.00	6.00	0.000
45.00	0.00	5.00	0.00	5.00	0.000
50.00	0.00	5.00	0.00	1.50	0.000

Cumulative settlements: 0.000

Abbreviations

- D₅₀: Median grain size (in)
- q_c/N: Ratio of cone resistance to SPT
- e_v: Post liquefaction volumetric strain (%)
- Δh: Thickness of soil layer to be considered (ft)
- s: Estimated settlement (in)

APPENDIX E

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APPENDIX F

Abe Construction Services, Inc.

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EMAIL: SA.acs@att.net

April 23, 2020

Karli Stroing
V&W Drilling
Stockton, CA 95215

Re: SPT Hammer Energy Measurements
V&W Drilling CME 55-HT- Boring B-3
Sacramento, CA
April 21, 2020

Job No. 20025

Dear Karli Stroing,

This report presents the results of SPT (Standard Penetration Test) energy measurements obtained for V&W Drilling's CME 55-HT drill rig on April 22, 2020. Dynamic measurements were made with a PDA (Pile Driving Analyzer) during SPT sampling at depths ranging from 5 ft to 50 ft. The objective of the dynamic measurements was to determine the energy transfer ratio (ETR) or efficiency of the SPT system, which is used to normalize the SPT N values to a standard efficiency of 60% (N_{60}).

Drill Rig and SPT Hammer Description

The SPT samples were taken with an NW rod and a split spoon sampler using an automatic hammer which has a 140 lb ram, a 30-inch nominal drop height, and theoretical potential energy of 350 ft-lbs. Further details regarding the SPT equipment are beyond the scope of this report and should be obtained from the driller.

Dynamic Test Instrumentation

Dynamic measurements of strain and acceleration were taken on a 2-ft long section of the NW rod, which was attached to the top of the sample rod string just below the hammer. The rod section was instrumented with two strain bridges and two piezoresistive accelerometers. By averaging the measurements taken from opposite sides of the rod, the effects of non-uniform hammer impacts to the recorded signals were minimized.

Strain and acceleration signals were conditioned and converted to force and velocity records by a PAK Model, Pile Driving Analyzer® (PDA). This dynamic testing equipment is the same equipment that is routinely used for conventional pile driving analysis. The dynamic force and velocity records were the basis of the computed energy results presented in this report.

Calculation of Energy Transfer

The energy transferred to the instrumented rod section was computed from the dynamic force and velocity records by the EFV method, which uses both the force and velocity records to calculate the maximum transferred energy as:

$$EFV = \int F(t) V(t) dt$$

The integration is performed over the time period from which the energy transfer begins (non-zero) and terminates at the time when the energy transfer reaches a maximum value. This method is theoretically correct for all rod lengths regardless of the $2L/c$ stress wave travel time (L is the rod length and c is the stress wave speed in the rod) and the number of non-uniform rod corrections. This calculation is the method we use to compute the energy transfer ratio, ETR, which is computed as:

$$\text{ETR} = \text{EFV} / \text{Rated Hammer Energy}$$

Dynamic Test Results

The PDA calculated results are given in Appendix A and include the energy transfer (EFV), the energy transfer ratio (ETR), the hammer blow rate (BPM), the maximum impact force (FMX), and the maximum rod velocity (VMX). For each sample depth interval, the average, maximum, minimum and standard deviation of each value are given in Appendix A. Other information includes the sample depth interval and the total number of blows for the reported depth interval. The average ETR for the CME 55-HT drill rig hammer operating at an average rate of 40.7 BPM was 81.7% for 531 hammer blows with a standard deviation of 2.9%.

I appreciate the opportunity to be of assistance to you on this project. Please contact me if you have any questions regarding this report, or if I may be of further service.

Regards,

Steven K. Abe, P.E.



APPENDIX A

Dynamic Measurement Results

V&W Drilling
Boring B-3

CME 55-HT
4/21/2020

ETR: Energy Transfer Ratio

VMX: Maximum Velocity

EFV: Energy of FV

FMX: Maximum Force

BL# end	depth ft	TYPE	ETR (%)	EFV ft-lbs	FMX kips	VMX f/s	BPM **
BL#	Depth	TYPE	ETR	EFV	FMX	VMX	BPM
	ft		(%)	k-ft	kips	f/s	bpm
80	5.0	AV80	83.8	0.293	38.2	15.4	43.3
		STD	1.2	0.004	1.2	0.3	6.6
		MAX	85.8	0.300	40.1	16.0	44.8
		MIN	79.8	0.279	34.8	14.7	1.9
167	15.0	AV87	85.0	0.298	41.6	14.4	47.0
		STD	1.2	0.004	0.7	0.1	5.0
		MAX	87.8	0.307	42.9	14.6	48.1
		MIN	78.1	0.273	39.6	13.8	1.9
205	20.0	AV38	79.0	0.277	40.7	13.6	34.8
		STD	0.6	0.002	0.7	0.2	5.4
		MAX	80.2	0.281	41.7	14.1	35.9
		MIN	77.9	0.273	37.2	13.3	1.9
259	25.0	AV54	81.2	0.284	38.6	14.7	39.8
		STD	0.6	0.002	0.7	0.2	5.2
		MAX	82.4	0.288	39.6	15.1	40.9
		MIN	80.0	0.280	37.0	14.3	1.9
329	30.0	AV70	78.4	0.275	38.6	14.0	38.1
		STD	1.3	0.005	1.0	0.4	4.4
		MAX	81.5	0.285	40.6	14.8	39.1
		MIN	76.0	0.266	36.6	13.5	1.9
378	35.0	AV49	80.9	0.283	39.4	14.7	37.5
		STD	1.0	0.004	0.8	0.2	5.1
		MAX	83.0	0.291	40.9	15.0	38.6
		MIN	77.8	0.272	37.6	13.9	1.9
449	40.0	AV71	81.3	0.285	39.5	14.9	37.6
		STD	2.4	0.008	2.4	0.6	3.5
		MAX	84.2	0.295	42.1	15.7	38.4
		MIN	74.6	0.261	32.2	12.9	8.6
487	45.0	AV38	84.7	0.296	39.2	15.6	44.2
		STD	2.3	0.008	1.2	0.6	7.0
		MAX	87.3	0.306	40.9	16.0	45.6
		MIN	72.5	0.254	33.6	12.3	1.9

Table Cont.

BL# end	depth ft	TYPE	ETR (%)	EFV ft-lbs	FMX kips	VMX f/s	BPM **
531	50.0	AV44	78.1	0.273	35.9	13.2	39.6
		STD	1.2	0.004	1.5	0.5	0.9
		MAX	80.7	0.282	38.2	13.9	40.1
		MIN	75.3	0.264	32.2	12.2	34.0
		Average	81.7	0.286	39.2	14.6	40.7
		Std. Dev.	2.9	0.010	2.0	0.8	6.3
		Maximum	87.8	0.307	42.9	16.0	48.1
		Minimum	72.5	0.254	32.2	12.2	1.9

Total number of blows analyzed: 531

ATTACHMENT 5

Facilities Lease

EXHIBIT I - Division 01

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Replacement Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

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

And

CORE West, Inc.
11641 Blocker Drive, Suite #200
Auburn, CA 95603

Dated as of January 19, 2023

ATTACHMENT 5

TABLE OF CONTENTS

1.	Spec 01 25 13 Product Options and Substitutions.....
2.	Spec 01 31 19 Project Meetings
3.	Spec 01 32 13 Scheduling of Work
4.	Spec 01 33 00 Submittals
5.	Spec 01 45 00 Quality Control
6.	Spec 01 50 13 Construction Waste Management and Disposal
7.	Spec 01 64 00 Owner-Furnished Products
8.	Spec 01 66 00 Product Delivery Storage and Handling
9.	Spec 01 77 00 Contract Closeout and Final Cleaning.....
10.	Spec 01 78 23 Operation and Maintenance Data
11.	Spec 01 78 39 Record Documents

ATTACHMENT 5

DOCUMENT 01 25 13

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Developer and are approved by the District and/or the Architect, Developer shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Developer.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Developer, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Developer will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

ATTACHMENT 5

- (2) Within 35 days after the date of the Notice to Proceed, the Developer shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Developer shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Developer, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Developer, and the District will deduct the costs from the Contract Price. The Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Developer agrees to execute a deductive Change Order to reflect that credit. In the event Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Developer shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Developer's field office.
- C. The Developer shall notify and invite the following entities ("Invitees"):
 - (1) District Personnel: Chris Ralston, Brendin Swanson, Anthony Lea.
 - (2) Construction Manager: Dan Porter, Jeff Dees, Cassie Baugher, Jo Ward
 - (3) Architect: Vipul Safi, Affifa Kadhim
 - (4) Developer.
 - (5) Developer's Project Manager.
 - (6) Developer's Superintendent.
 - (7) Subcontractors, as appropriate to the agenda of the meeting.
 - (8) Suppliers, as appropriate to the agenda of the meeting.
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall

ATTACHMENT 5

be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Developer shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Developer shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Developer in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Developer shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Developer shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

ATTACHMENT 5

C. Milestone Schedule:

Preliminary Construction Schedule

Bid Package 1 Demo/HAZ Anticipated NOITA	06/08/2023
Bid Package 1 Demo/HAZ Anticipated Board Approval	06/22/2023
Bid Package 1 Demo/HAZ Anticipated NTP	06/24/2023
Last Day of 2023 School	06/16/2023
Bid Package 1 Demo/HAZ Anticipated Demo Start	07/31/2023
Increment 1 Site Anticipated NOITA	07/27/2023
Increment 1 Site Anticipated Board Approval	08/10/2023
Increment 1 Site Anticipated NTP	08/11/2023
Increment 1 Site Anticipated Submittal Start	08/11/2023
Increment 1 Site Anticipated Construction Start	TBD
Increment 2 Buildings Anticipated NOITA	02/29/2024
Increment 2 Buildings Anticipated Board Approval	03/14/2024
Increment 2 Buildings Anticipated NTP	03/15/2024
Increment 2 Buildings Anticipated Submittal Start	03/22/2024
Increment 2 Buildings Anticipated Construction Start	03/18/2024
Increment 2 Buildings Anticipated Substantial Complete	06/30/2025
Entire Project Contractual Completion	07/29/2025

1.04 QUALIFICATIONS

- A. Developer shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Developer may employ such personnel directly or may employ a consultant for this purpose.
- (1) The written statement shall identify the individual who will perform CPM scheduling.
 - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Developer's scheduler or consultant at any time. District reserves the right to refuse replacing of Developer's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

ATTACHMENT 5

1.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Developer and agreed to by District. Any such agreement shall be formalized by a Change Order.
- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Developer shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Developer completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Developer.
- C. Ownership Project Float: Neither the District nor Developer owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
- (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Developer.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Developer from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Developer of its responsibility for means and methods of construction.
- F. Software: Use **[i.e., District Project Planner for Windows, latest version]**. Such software shall be compatible with Windows operating system.

ATTACHMENT 5

Developer shall transmit contract file to District on compact disk at times requested by District.

- G. Transmit each item under the form approved by District.
 - (1) Identify Project with District Contract number and name of Developer.
 - (2) Provide space for Developer's approval stamp and District's review stamps.
 - (3) Submittals received from sources other than Developer will be returned to the Developer without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Developer's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Developer shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Developer shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Developer shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Developer is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Developer shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

ATTACHMENT 5

1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 - (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
 - (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 - (4) District furnished materials and equipment, if any, identified as separate activities.
 - (5) Activities for maintaining Project Record Documents.
 - (6) Dependencies (or relationships) between activities.
 - (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Developer shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
 - (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
 - (9) Activity description; what Work is to be accomplished and where.
 - (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Developer. Overhead and profit of the General Developer shall be shown as a

ATTACHMENT 5

separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Developer or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
- (15) Interface with the work of other Developers, District, and agencies such as, but not limited to, utility companies.
- (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Developer's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Developer's schedule.
 - (c) In addition to Developer's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Developer/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
- (17) Activity durations shall be in Work days.
- (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Developer anticipates critical Work will not be performed.

ATTACHMENT 5

- C. Original CPM Schedule Review Meeting: Developer shall, within fifteen (15) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Developer shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 - (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Developer to clarify its schedule.
 - (3) Within five (5) days of the Schedule Review Meeting, Developer shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Developer shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
- (1) District, within ten (10) days from date that Developer submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Developer in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Developer.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Developer to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment

ATTACHMENT 5

requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

- B. Acceptance of Developer's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Developer assigning activity durations and proposing sequence of Work, Developer agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Developer's schedule to District shall not relieve Developer of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Developer's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Developer shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Developer and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Developer's Original CPM Schedule, Developer shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Developer delays.

ATTACHMENT 5

- (2) These meetings are considered a critical component of overall monthly schedule update submittal and Developer shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Developer's General Superintendent and Scheduler.
- (3) Developer shall plan on the meeting taking no less than four (4) hours.
- C. Within five (5) working days after monthly schedule update meeting, Developer shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Developer. The schedule update shall be submitted as part of the Developer's Application for Payment.
 - (2) If rejected, update shall be corrected and resubmitted by Developer before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Developer under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Developer's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Developer shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Developer shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Developer shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Developer shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Developer's revision is still not accepted by District, and the Developer disagrees with District's position, the Developer has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Developer's failure to respond in writing within seven (7) calendar days of

ATTACHMENT 5

District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Developer waives its rights to subsequently dispute or file a claim regarding District's position.

- E. At District's discretion, the Developer can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Developer shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Developer shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Developer shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Developer's revisions are not accepted by District, District and the Developer shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Developer can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Developer is directed to proceed with changed Work, the Developer shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Developer proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Developer is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Developer shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Developer/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Developer shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Developer shall provide District with four (4) copies of each TIE.

ATTACHMENT 5

- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Developer may submit a claim for additional time claimed by Developer.

1.13 TIME EXTENSIONS

- A. The Developer is responsible for requesting time extensions for time impacts that, in the opinion of the Developer, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.
- B. Where an event for which District is responsible impacts the projected Completion Date, the Developer shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Developer shall also include a detailed cost breakdown of the labor, equipment, and material the Developer would expend to mitigate District-caused time impact. The Developer shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Developer is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Developer waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Developer complies with the requirements of Contract Documents.
- F. Failure of the Developer to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Developer does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Developer does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to

ATTACHMENT 5

date, previous payments, and amount earned for current update period.

- (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Developer shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Developer shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - (2) Progress made on critical activities indicated on CPM Schedule.
 - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
 - (4) Explanations for any schedule changes, including changes to logic or to activity durations.

ATTACHMENT 5

- (5) List of critical activities scheduled to be performed next month.
- (6) Status of major material and equipment procurement.
- (7) Any delays encountered during reporting period.
- (8) Developer shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Developer, and shall be as noted on Developer's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Developer shall explain all variances and mitigation measures.
- (9) Developer may include any other information pertinent to status of Project. Developer shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Developer shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Developer shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Developer shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Developer, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Developer's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.

ATTACHMENT 5

F. Equipment, other than hand tools, utilized by Developer and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Developer shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Developer or any of Developer's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Developer's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Developer shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.
- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
 - (1) Developer shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

ATTACHMENT 5

- (2) Developer shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
- (3) Developer shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Developer shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
- (4) Time for completion of Work shall not be extended on account of Developer's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
- (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Developer chooses to use or has adopted as standard.
- (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Developer shall make this submittal in increments to avoid extended delays.
- (7) Developer shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Developer-furnished equipment can be installed in allocated space. In event of any variance, Developer shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
- (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
- (9) Upon demand by Architect or District, Developer shall submit samples of materials and/or articles for tests or examinations and consideration before Developer incorporates same in Work. Developer shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Developer.

C. Submittal Schedule:

- (1) Developer shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Developer's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

ATTACHMENT 5

- (2) Developer is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
- (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
- (4) Developer may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Developer or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Developer shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Developer.
- B. Before commencing installation of any Work, the Developer shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Developer and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Developer's transmittal letter accompanying Shop Drawings and (2) Developer has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Developer of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.
- G. Review of Shop Drawings and Schedules does not relieve Developer from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Developer shall check Shop Drawings of its subcontractor for accuracy, and confirm that all Work

ATTACHMENT 5

contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

- I. Submitted drawings and details must bear stamp of approval of Developer:
 - (1) Stamp and signature shall clearly certify that Developer has checked Shop Drawings for compliance with Drawings.
 - (2) If Developer submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Developer for revision and resubmission. In that event, it will be deemed that Developer has not complied with this provision and Developer shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Developer has checked all information thereon and that it accepts and is willing to perform Work as shown.

- K. Developer shall pay for cost of any changes in construction due to improper checking and coordination. Developer shall be responsible for all additional costs, including coordination. Developer shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Developer, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.
 - (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Developer shall use same reference identification(s) as shown on Contract Drawings.

ATTACHMENT 5

- M. Developer shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Developer shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Developer shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Developer shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Developer, who shall reproduce whatever additional copies it requires for distribution.
- B. Developer shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Developer shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Developer shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Developer shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.
- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Developer shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Developer shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

ATTACHMENT 5

- (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Developer shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Developer has notified the District in writing to this effect.
 - D. Samples to be shipped prepaid or hand-delivered to the District.
 - E. Developer shall mark samples to show name of Project, name of Developer submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
 - F. Developer shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Developer shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
 - G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
 - H. After a material has been approved, no change in brand or make will be permitted.
 - I. Developer shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
 - J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
 - K. Field Samples and Mock-Ups are to be removed by Developer at District's direction:
 - (1) Size: As Specified.
 - (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Developer as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Developer with the review status.

ATTACHMENT 5

- C. Samples to be incorporated into the Work will be returned to Developer, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Developer shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Developer may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Developer proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Developer shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Developer.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Developer.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Developer of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Developer of responsibility for any errors that may exist. Developer is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Developer shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Developer shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Developer shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Developer to any observed failure of Work or material to conform to Contract Documents.

ATTACHMENT 5

- (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Developer shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Developer shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Developer's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Developer shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Developer shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Developer shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Developer shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Developer shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.

ATTACHMENT 5

- (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.
- D. The District may at its discretion, pay and then back charge the Developer for:
- (1) Retests or reinspections, if required, and tests or inspections required due to Developer error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Developer for the overtime portion.
 - (4) Testing done off Site.
- E. Testing and inspection reports and certifications:
- (1) If initially received by Developer, Developer shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager,
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Developer.
 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)
- B. Slump Test
ASTM C 143
- C. Concrete Tests

ATTACHMENT 5

Testing agency shall test concrete used in the work per the following paragraphs:

- (1) Compressive Strength:
 - (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
 - (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
 - (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.
 - (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
 - (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.
- D. Reinforcing, Steel
- E. Structural Steel Per Title 24 and as noted:
 - (1) Material: Steel per Table in Title 24, Section 2712.
 - (2) Qualification of Welders (UBC Std. 27-6).
 - (3) Shop fabrication (Section 2712(d). Structural steel only).
 - (4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

ATTACHMENT 5

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

ATTACHMENT 5

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Developer, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

ATTACHMENT 5

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

ATTACHMENT 5

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Developer.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

ATTACHMENT 5

- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 64 00

OWNER-FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Developer, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Developer's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

ATTACHMENT 5

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.
- B. Owner and Installing Developer(s) Responsibilities:
- (1) Owner-Furnished/Developer Installed ("OFCDI"): Furnished by the Owner; installed by the Installing Developer.
 - (a) General: Owner and Installing Developer(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Developer.
 - (d) The Installing Developer shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Developer and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Developer shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Developer shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Developer is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package Developers and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and

ATTACHMENT 5

Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
 - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

ATTACHMENT 5

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.
- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

ATTACHMENT 5

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Developer shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Developer shall transport and handle Products in accordance with manufacturer's instructions.
- B. Developer shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Developer shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Developer shall place on sloped supports, above ground.
- C. Developer shall provide off-site storage and protection when Site does not permit on-site storage or protection.

ATTACHMENT 5

- D. Developer shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 77 00

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Developer shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Developer shall execute final cleaning prior to final inspection.
- B. Developer shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Developer shall clean equipment and fixtures to a sanitary condition.
- D. Developer shall replace filters of operating equipment.
- E. Developer shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Developer shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Developer shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Developer shall adjust operating products and equipment to ensure smooth and unhindered operation.

ATTACHMENT 5

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Developer shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Developer will provide one set of Record Drawings to District.
- C. Developer shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Developer shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Developer shall perform instructions for other seasons within six months or by the change of season.
- C. Developer shall use operation and maintenance manuals as basis for instruction. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Developer shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Developer shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

ATTACHMENT 5

- B. Developer shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Developer shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Developer shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Developer shall correlate data into related consistent groupings.
- C. Cover: Developer shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Developer shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Developer shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Developer shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Developer shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants,

ATTACHMENT 5

Subcontractor(s), and Developer with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Developer shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Developer shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Developer shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Developer shall not use Project Record Documents as maintenance drawings.
- E. Text: Developer shall include any and all information as required to supplement product data. Developer shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Developer shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Developer shall include product data, with catalog number, size, composition, and color and texture designations. Developer shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Developer shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Developer shall include product data listing applicable reference standards, chemical composition, and details of installation. Developer shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Developer shall include all additional requirements as specified in the Specifications.
- E. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Developer shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Developer shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

ATTACHMENT 5

- B. Panelboard Circuit Directories: Developer shall provide electrical service characteristics, controls, and communications.
- C. Developer shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Developer shall include start-up, break-in, and routine normal operating instructions and sequences. Developer shall include regulation, control, stopping, shut-down, and emergency instructions. Developer shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Developer shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Developer shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Developer shall include manufacturer's printed operation and maintenance instructions.
- H. Developer shall include sequence of operation by controls manufacturer.
- I. Developer shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Developer shall provide control diagrams by controls manufacturer as installed.
- K. Developer shall provide Developer's coordination drawings, with color coded piping diagrams as installed.
- L. Developer shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Developer shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Developer shall include all additional requirements as specified in Specification(s).
- O. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Developer shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Developer's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Developer shall submit draft

ATTACHMENT 5

content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

- C. Developer shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Developer must revise the content of the Manual as required by District prior to District's approval of Developer's final Application for Payment.
- D. Developer must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ATTACHMENT 5

DOCUMENT 01 78 39

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. As indicated in the Contract Documents, the District will provide Developer with one set of reproducible, full size original Contract Drawings.
- B. Developer shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Developer shall submit to the Project Inspector one set of of the Project Record Drawings ("As-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site. The Developer shall submit reproducible vellums at the conclusion of the Project following review of the blue-line prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Developer.
- E. Locations and changes shall be done by Developer in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Developer shall record the following information:
 - (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

ATTACHMENT 5

- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Developer shall provide additional drawings as necessary for clarification.
- C. Developer shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Developer shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

- A. Developer shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Developer shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

ATTACHMENT 6

FACILITIES LEASE EXHIBIT J

CONTRACT FORMS

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Construction and Modernization Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

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

And

CORE West, Inc.
11641 Blocker Drive, Suite #200
Auburn, CA 95603

Dated as of January 19, 2023

ATTACHMENT 6

TABLE OF CONTENTS

CONTRACT FORMS

	<u>Page</u>
1. Performance Bond	2-3
2. Payment Bond/Developer's Labor & Material Bod	4-5
3. Worker's Compensation Certification	6
4. Prevailing Wage and Related Labor Requirements Certification	7
5. Criminal Background Investigation /Fingerprinting Certification	8-10
6. Covid-19 Vaccination/Testing Certification	11
7. Drug-Free Workplace Certification	12-13
8. Tobacco-Free Environment Certification	14
9. Disabled Veteran Business Enterprise Participation Certification	15-18
10. Roofing Project Certification	19-20
11. Hazardous Materials Procedures & Requirements	21-25
12. Hazardous Materials Certification	26
13. Lead-Based Materials Certification	27-29
14. Skilled and Trained Workforce Certification	31-34
15. Registered Subcontractors List	35-36
16. Escrow Agreement in Lieu of Retention	37-39
17. Notice of Award	40-41
18. Notice to Proceed with Preconstruction Services	42
19. Notice of Award After Guaranteed Maximum Price	43
20. Notice to Proceed with Construction	44
21. Application and Certificate for Payment.....	45-46
22. Contingency Expenditure Directive.....	47-48
23. Allowance Expenditure Directive	49-50
24. Daily Force Account Report.....	51-53
25. Proposed Change Order	54-55
26. Change Order Form	56-57
27. Guarantee Form	58
28. Agreement and Release of Any and All Claims	59-61
29. T&M Wage Chart	62

ATTACHMENT 6

TABLE OF CONTENTS

CONTRACT FORMS

- 30. Potential Allowance Draw
- 31. Potential Contingency Draw

ATTACHMENT 6

PERFORMANCE BOND
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nicholas Elementary School New School Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and

Performance Bond
#0262-461 – Nicholas Elementary School New School Construction and Modernization Project

ATTACHMENT 6

workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the District's rights or Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ATTACHMENT 6

PAYMENT BOND
Developer's Labor & Material Bond
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nicholas Elementary School New School Construction and Modernization Project

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ATTACHMENT 6

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ATTACHMENT 6

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

ATTACHMENT 6

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Developer 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 Developer.

Developer certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Developer has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Developer's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer 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 Developer's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Developer is a sole proprietor, and elects the above option, Developer must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Developer and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Developer's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Developer under the Contract.

[CONTINUED ON NEXT PAGE]

ATTACHMENT 6

- The Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer'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 (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Developer performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Developer'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 as ATTACHMENT "A;" and/or

- The Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer'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 (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Developer'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 Developer.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

COVID-19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities)" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Developer certifies that the following entity:

_____ has verified that the Developer and its subcontractors' personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District's Policy.

Developer understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Developer's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

ATTACHMENT 6

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
<input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
<input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSB is obtained from the participating DVBE.

ATTACHMENT 6

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	
Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

ATTACHMENT 6

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

ATTACHMENT 6

CERTIFICATION

I, _____ certify that I am Developer's _____
and that I have made a diligent effort to ascertain the facts with regard to the representations
made herein.

Date: _____

Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS**

2. **Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

3. **Notice of Hazardous Waste or Materials**

- a. Developer shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Developer believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Developer's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Developer, its Subcontractors, suppliers, or anyone else for whom Developer is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Developer's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

ATTACHMENT 6

- f. If Developer stops Work in connection with any hazardous condition and in any area affected thereby, Developer shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

4. **Additional Warranties and Representations**

- a. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Developer represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Developer represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

5. **Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Developer acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Developer. In the event District elects to perform these activities and tests, Developer shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.

ATTACHMENT 6

Developer will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Developer may retain its own industrial hygiene consultant at Developer's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Developer relating to the Work and Developer shall immediately provide that documentation upon request.

6. **Compliance with Laws**

- a. Developer shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Developer represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

7. **Disposal**

- a. Developer has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Developer must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Developer shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous

ATTACHMENT 6

Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Developer shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Developer shall not use any disposal facility to which District has objected. Developer shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Developer agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Developer performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

ATTACHMENT 6

9. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

10. **Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Developer knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

ATTACHMENT 6

HAZARDOUS MATERIALS CERTIFICATION

Developer hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Developer's work on the Project for District.

Developer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Developer if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Developer's expense at no additional cost to the District.

Developer has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to Developer that:

- (1) Developer's work may disturb lead-containing building materials.
- (2) Developer shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Developer shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Developer and its employees will be providing services for the District, and because Developer's work may disturb lead-containing building materials, DEVELOPER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Developer, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Developer shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

ATTACHMENT 6

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Developer's Liability

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of Developer to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Developer to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

Developer shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Developer.

DEVELOPER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

ATTACHMENT 6

- 4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
 - a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT 6

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s)**.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

Number of Skilled Journeypersons:

- 1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
- 2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

Number of Hours of Work Performed by Skilled Journeypersons:

- 1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
- 2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

ATTACHMENT 6

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject is subject to cancellation and Developer will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

ATTACHMENT 6

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

Address: _____

Contractor License #: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and _____ ("Developer"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.____ entered into between District and Developer for the _____ Project, in the amount of _____ Dollars (\$____), dated _____, 20__, (the "Contract"); **or**
 - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$_____ for each of District's deposits to the escrow

ATTACHMENT 6

- account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
 6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
 7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
 8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
 9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

ATTACHMENT 6

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Developer:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

On behalf of Developer:

Title

Title

Name

Name

Signature

Signature

Address

Address

END OF DOCUMENT

ATTACHMENT 6

APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

TO:	PROJECT:	APPLICATION NO:	Distribution to:	
		INVOICE NO:	<input type="checkbox"/> OWNER	
		PERIOD TO:	<input type="checkbox"/> ARCHITECT	
			<input type="checkbox"/> CONTRACTOR	
			<input type="checkbox"/> INSPECTOR OF RECORD	
			<input type="checkbox"/> 3 RD PARTY INSPECTOR	
			<input type="checkbox"/> DISBURSEMENT AGENCY	
FROM:	JOB: ARCHITECT:	PROJECT NO: DSA FILE NO:		
		CONTRACT DATE:		

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ _____
2. Net change by Change Orders	\$ _____
3. CONTRACT SUM TO DATE	\$ _____
4. TOTAL COMPLETED & STORED TO DATE	\$ _____
5. Lease Payment (Included in SOV)	\$ _____
	N/A
6. Total TI Payments Earned: (Line 4 less Line 5)	\$ _____
	N/A
7. Retainage:	
a. 5% of Total TI Payment	\$ _____
	N/A
8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7)	\$ _____
9. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ _____
10. CURRENT PAYMENT DUE	\$ _____
11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8)	\$ _____

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: _____ Date: _____
[NAME, TITLE]

Notary Public: _____ My Commission Expires: _____
Name: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT RECOMMENDED FOR CERTIFICATION

By: _____ Date: _____
NAME: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by District		
Total approved this month		
NET CHANGES by Change Orders		

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public: _____ (Seal)

CONTINGENCY EXPENDITURE DIRECTIVE FORM

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

CONTINGENCY EXPENDITURE DIRECTIVE NO.:

CONTINGENCY EXPENDITURE DIRECTIVE

Project:
Building Project:
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Contingency Expenditure Directive ("CED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

Reference	Description	Contingency Authorized for Expenditure	Days Ext.
Request for CED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$	

Contract time will be adjusted as follows: Previous Completion Date: ___[DATE]___ _____[#]_____ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: ___[DATE]___	Total Contract Contingency Amount:	\$
	Amount of Previously Approved Contingency Expenditure Directive(s):	\$
	Amount of this Contingency Expenditure Directive:	\$

ATTACHMENT 6

ALLOWANCE EXPENDITURE DIRECTIVE FORM

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

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Project No.:

Date:
DSA File No.:
DSA Appl. No.:

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner: Sacramento City Unified School District 5735 47 th Avenue Sacramento, CA 95824	Developer:
---	-------------------

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Request for AED # Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work] [Requester] [Performer] [Reason]	\$	

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

The undersigned Developer approves the foregoing release of allowance for completion of each specified item, 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 ("Work"). Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

ATTACHMENT 6

It is expressly understood that the authorized allowance expenditure granted herein represent a full accord and satisfaction for any and all cost impacts of the items herein, and Developer waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

Contractor:

Construction Manager:

[Name]

Date

[Name]

Date

SCUSD MANAGER III, FACILITIES PM:

**SCUSD DIRECTOR III FACILITIES
MGMT:**

[Name]

Date

[Name]

Date

END OF DOCUMENT

ATTACHMENT 6

DAILY FORCE ACCOUNT REPORT

From: Developer
[Name/Address]

To: Owner
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Project: _____

Developer hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Developer attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

ATTACHMENT 6

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>
	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier not to exceed ten percent (10%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer</u> , not to exceed five percent (5%) of Item (f)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
	<u>TOTAL</u>	

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>
(a)	<u>Material</u>	
	<u>Add Labor</u>	
	<u>Add Equipment</u>	
	<u>Subtotal</u>	
	<u>Add Overhead and Profit for Developer</u> , not to exceed fifteen percent (15%) of Item (d)	
	<u>Subtotal</u>	
	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
	<u>TOTAL</u>	

ATTACHMENT 6

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Developer:

District:

[Name]

Date

[Name]

Date

District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

ATTACHMENT 6

PROPOSED CHANGE ORDER FORM

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

PCO NO. :

Project:
Project No.:
RFI #:

Date:
DSA File No.:
DSA Appl. No.:

Developer hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5 through 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer’s PCO must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (___%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (___%) of Item (j) ONLY IF EXCEEDS GMP		
	<u>TOTAL</u>		

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ATTACHMENT 6

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates (District verified if on T&M),, fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Developer</u> , not to exceed _____ percent (____%) of Item (e)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed _____ percent (____%) of Item (g) ONLY IF EXCEEDS GMP		
	<u>TOTAL</u>		

The undersigned Developer 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 herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer:

_____ Date

END OF DOCUMENT

ATTACHMENT 6

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Project No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

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

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]	Original Contract Amount:	\$	
	Amount of Previously Approved Change Order(s):	\$	
	Amount of this Change Order:	\$	
	Current Contract Amount:	\$	

ATTACHMENT 6

The undersigned Developer 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 Developer knows are false are at the sole risk of Developer 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.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Developer:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

(PUT ON SUBCONTRACTOR LETTERHEAD)

GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **#0262-461 - Nicholas Elementary School New School Construction and Modernization Project//6601 Steiner Drive, Sacramento, CA 95823** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Section(s): _____

CONTRACTOR'S SIGNATURE

PRINT NAME

ATTACHMENT 6

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the Sacramento City Unified School District ("District") and _____ ("Developer"), whose place of business is _____.

RECITALS

WHEREAS, District and Developer entered into a Facilities Lease and Site Lease for the following project: _____ Project ("Contract" or "Project") in the County of _____, California.

WHEREAS, The Work under the Contract was completed on _____, 20__ and a Notice of Completion was recorded with the County Recorder on _____, 20__.

NOW, THEREFORE, it is mutually agreed between District and Developer as follows:

AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

- Original Guaranteed Maximum Price \$ _____
- Modified Guaranteed Maximum Price \$ _____
- Payment to Date \$ _____
- Liquidated Damages \$ _____
- Payment Due Developer \$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of _____ Dollars (\$_____) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Developer acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

ATTACHMENT 6

- 4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Table with 4 columns: Claim No., Description of Claim, Amount of Claim, Date Claim Submitted. Includes four rows of blank lines for data entry.

[If further space is required, attach additional sheets showing the required information.]

- 5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Lease Payments.

- 6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.

- 7. Except as provided for specifically herein, Developer hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

- 9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

ATTACHMENT 6

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

DEVELOPER:

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT 6

POTENTIAL ALLOWANCE DRAW

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824
 Project: Nicholas Elementary School New Construction &
 Modernization
 Bid No.: 0262-461
 RFI No.:

PAD NO.:

Date:
 DSA File No:
 DSA Appl. No.:

Developer hereby submits for District's review and evaluation this Potential Allowance Draw ("PAD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PAD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PAD, shall result in a rejected PAD.

	<u>WORK PERFORMED OTHER THAN BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT (Do Numbers as Negatives)</u>
(a)	Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	\$0.00	
(b)	Add Labor (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$0.00	
(c)	Add Equipment (attach suppliers' invoice)	\$0.00	
(d)	Subtotal	\$0.00	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$0.00	
(f)	Subtotal	\$0.00	
(g)	Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation)	\$0.00	
(h)	TOTAL	\$0.00	
(i)	Time in Calendar Days (zero unless indicated; "TBD Not Permitted)		_____ Calendar Days

	<u>WORK PERFORMED BY DEVELOPER</u>	<u>ADD</u>	<u>DEDUCT (Do Numbers as Negatives)</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$0.00	
(b)	Add Labor (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$0.00	
(c)	Add Equipment (attach suppliers' invoice)	\$0.00	
(d)	Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation)	\$0.00	
(e)	TOTAL	\$0.00	
	GRAND TOTAL	\$0.00	
(f)	Time (zero unless indicated; "TBD Not Permitted)		_____ Calendar Days

The undersigned Developer 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 herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer _____

Date: _____

ATTACHMENT 6

POTENTIAL CONTINGENCY DRAW

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

Project: Nicholas Elementary School New Construction & Modernization
 Bid No.: 0262-461
 RFI No.:

PCD NO.:

Date:
 DSA File No:
 DSA Appl. No.:

Developer hereby submits for District's review and evaluation this Potential Contingency Draw ("PCD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PCD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCD, shall result in a rejected PCD.

	WORK PERFORMED OTHER THAN BY DEVELOPER	ADD	DEDUCT (Do Numbers as Negatives)
(a)	Material (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	\$0.00	
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$0.00	
(c)	Add Equipment (attach suppliers' invoice)	\$0.00	
(d)	Subtotal	\$0.00	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$0.00	
(f)	Subtotal	\$0.00	
(g)	Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation)	\$0.00	
(h)	Subtotal	\$0.00	
(i)	Add Overhead and Profit for Developer not to exceed Three and 15 hundredths percent (3.15%) of Item (h)	\$0.00	
(j)	TOTAL	\$0.00	
(k)	Time (zero unless indicated; "TBD Not Permitted)		_____ Calendar Days

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT (Do Numbers as Negatives)
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$0.00	
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	\$0.00	
(c)	Add Equipment (attach suppliers' invoice)	\$0.00	
(d)	Add General Conditions Cost , (if Time is Compensable) (Attach supporting documentation)	\$0.00	
(e)	Subtotal	\$0.00	
(f)	Add Overhead and Profit for Developer not to exceed Thirteen and fifteen hundredths percent (13.15%) of Item (e)	\$0.00	
(g)	Subtotal	\$0.00	
	GRAND TOTAL	\$0.00	
(h)	Time (zero unless indicated; "TBD Not Permitted)		_____ Calendar Days

The undersigned Developer 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 herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer _____

Date: _____

ATTACHMENT 6

Prevailing Wage Rate Calculation																			
Date:				Fringes Benefits (does not increase for OT rates)							Burden (Employer Payments)								
No	Trade / Craft	Group	Basic Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight / OT Hourly Rate	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden	Total Hourly Rate	Total Billable Rate	Comments
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	T	U
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	7.65%	1.28%	Varies	6.20%	0.80%		#		
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#		
Notes:																			
I	Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and over time hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for over time and all other "Fringe Benefits" remain the same as straight hourly rates.																		
II	Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for over time rates and will be calculated automatically by the spreadsheet.																		

NEW NICHOLAS ELEMENTARY SCHOOL

BID PACKAGE 1 - DEMO

6601 STEINER DR. SACRAMENTO, CA 95823

AGENCY APPROVAL:

REVIEWING AGENCIES STAMP HERE



HMC Architects

R221536X00

2101 CAPITOL AVENUE SUITE 100, SACRAMENTO, CA 95816

916 368 7990 / www.hmcarchitects.com

PROJECT TEAM

OWNER Sacramento City Unified School District

6601 STEINER DR. SACRAMENTO, CA 95823

ARCHITECT HMC Architects

2101 CAPITOL AVENUE, SUITE 100 / SACRAMENTO, CA 95816

916 368 7990 / WWW.HMCARCHITECTS.COM

CIVIL Warren Consulting Engineers

1117 WINDFIELD WAY, #110 / EL DORADO HILLS, CA 95762

916 985-1870

LANDSCAPE ARCHITECT Quadriga

1415 21st Street, Studio A / Sacramento, CA 95811

916 441-2129 / www.quadriga-inc.com

MECHANICAL Peters Engineering

7750 College Town Dr. Suite 101 / Sacramento CA 95826

916 447-2841 / www.peterseng.com

PLUMBING Peters Engineering

7750 College Town Dr. Suite 101 / Sacramento CA 95826

916 447-2841 / www.peterseng.com

ELECTRICAL Peters Engineering

7750 College Town Dr. Suite 101 / Sacramento CA 95826

916 447-2841 / www.peterseng.com

GENERAL NOTES

- 1. CONSTRUCTION DOCUMENTS DESCRIBE THE PRODUCTS, SYSTEMS, QUANTITIES, CONFIGURATION, AND PERFORMANCE SPECIFICATIONS THAT DELIVER THE OVERALL DESIGN INTENT OF THE PROJECT. THE CONSTRUCTION DOCUMENT DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY BOTH.

CODES

Table with 2 columns: PARTIAL LIST OF APPLICABLE CODES and PARTIAL LIST OF APPLICABLE STANDARDS. Lists various California codes and NFPA standards.

PROJECT DESCRIPTION

1. DEMOLITION AND DISPOSAL OF THE EXISTING NICHOLAS ELEMENTARY SCHOOL INCLUDING BUILDINGS AND ASSOCIATED FOUNDATIONS, SITE PAVING, UNDERGROUND UTILITIES, AND SITE LANDSCAPING.

SHEET INDEX

Table listing sheet titles and numbers: GENERAL SHEET G0.10.0 COVER SHEET & PROJECT DATA SHEET, CIVIL C0.0 GENERAL NOTES AND ABBREVIATIONS, C0.1 TOPOGRAPHIC SURVEY, etc.

SYMBOL LEGEND

Symbol legend containing: NORTH ARROW, ELEVATION CALLOUT, SECTION CALLOUT, DETAIL CALLOUT, CONTROL OR DATUM POINT, GRID BUBBLE, DOOR CALLOUT, INTERIOR FINISH CALLOUT, WINDOW CALLOUT, WALL TYPE CALLOUT, MATCHLINE REFERENCE, KEYNOTE, ROOM EXITING INFORMATION, WIC CASEWORK TAG, DISCIPLINE SHEET TYPE BUILDING LETTER, SEGMENT, (USER DEFINED).

ABBREVIATIONS

Table of abbreviations for materials and construction elements: AB EXISTING ANCHOR BOLT, ACC PAVING, ACC ACCESSIBLE, ACPC ACCESSIBLE, ACT ACoustical CEILING PANEL, etc.

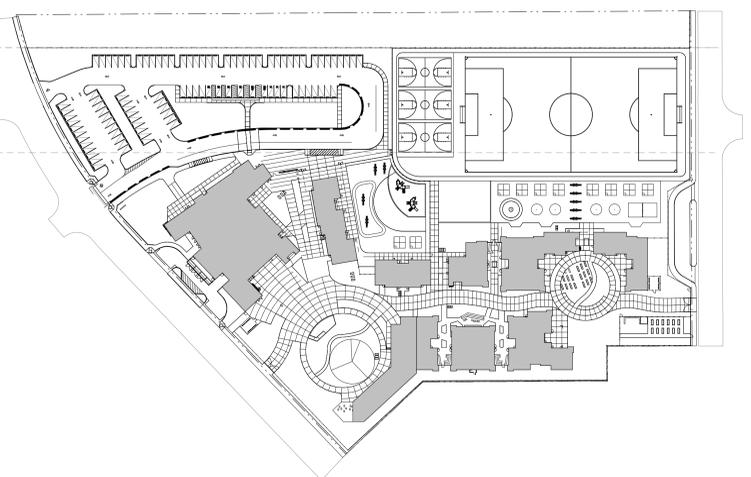
STATE MAP



VICINITY MAP



OVERALL SITE PLAN



VOL 2 - BID PACKAGE 1

**New Nicholas Elementary School
- Demo**

6601 Steiner Dr, Sacramento, CA 95823

R221536X00

Sacramento City Unified School
District

5735 47th Avenue, Sacramento, CA 95824



March 31, 2023

**SCUSD NEW NICHOLAS ELEMENTARY SCHOOL - DEMO
601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1**

March 31, 2023
HMC # R221436X00



HMC ARCHITECTS
Architect



Warren Consulting Engineers, Inc.
Civil Engineer



QUADRICA Landscape Architecture and Planning, Inc.
Landscape Architect



PETERS Engineering
Electrical Engineer

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00 - PROJECT MANUAL COVER
00 01 01 - CERTIFICATIONS
00 01 10 - TABLE OF CONTENTS

REMAINDER OF DIVISION 00 TO BE PROVIDED BY OWNER UNDER SEPARATE COVER

DIVISION 01 - GENERAL REQUIREMENTS

DIVISION 01 TO BE PROVIDED BY OWNER UNDER SEPARATE COVER

DIVISION 02 - EXISTING CONDITIONS

02 41 00 – SITE DEMOLITION

DIVISION 03 - CONCRETE

NOT APPLICABLE

DIVISION 04 - MASONRY

NOT APPLICABLE

DIVISION 05 - METALS

NOT APPLICABLE

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

NOT APPLICABLE

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

NOT APPLICABLE

DIVISION 08 - OPENINGS

NOT APPLICABLE

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

DIVISION 09 - FINISHES

NOT APPLICABLE

DIVISION 10 - SPECIALTIES

NOT APPLICABLE

DIVISION 11 - EQUIPMENT

NOT APPLICABLE

DIVISION 12 - FURNISHINGS

NOT APPLICABLE

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

DIVISION 21 - FIRE SUPPRESSION

NOT APPLICABLE

DIVISION 22 - PLUMBING

NOT APPLICABLE

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING(HVAC)

NOT APPLICABLE

DIVISION 25 - INTEGRATED AUTOMATION

NOT APPLICABLE

DIVISION 26 - ELECTRICAL

26 00 90 – ELECTRICAL DEMOLITION

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

DIVISION 27 - COMMUNICATIONS

NOT APPLICABLE

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT APPLICABLE

DIVISION 31 - EARTHWORK

31 00 00 - EARTHWORK
31 13 16 – TREE PROTECTION

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT APPLICABLE

DIVISION 33 - UTILITIES

NOT APPLICABLE

DIVISION 34 - TRANSPORTATION

NOT APPLICABLE

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

NOT APPLICABLE

DIVISION 40 - PROCESS INTEGRATION

NOT APPLICABLE

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT

NOT APPLICABLE

DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

NOT APPLICABLE

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND
STORAGE EQUIPMENT

HMC Architects
R221536X00

Table of Contents
TOC - 3

Attachment 8

SCUSD NEW NICHOLAS ELEMENTARY SCHOOL – DEMO
6601 STEINER DR, SACRAMENTO, CA 95823
BID PACKAGE 1
31 MARCH 2023

NOT APPLICABLE

DIVISION 44 - POLLUTION CONTROL EQUIPMENT

NOT APPLICABLE

DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

NOT APPLICABLE

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT

NOT APPLICABLE

DIVISION 48 - ELECTRICAL POWER GENERATION

NOT APPLICABLE

**ASBESTOS REQUIREMENTS
TABLE OF CONTENTS**

SECTION 1.	ASBESTOS BIDDING REQUIREMENTS.	<u>1</u>
	Part 1.1 - Site Investigations.	<u>1</u>
	Part 1.2 - Insurance Requirements.	<u>1</u>
	Part 1.3 - Licenses and Qualifications Requirements.	<u>2</u>
SECTION 2.	ASBESTOS GENERAL REQUIREMENTS - DEFINITIONS.	<u>2</u>
SECTION 3.	NOTIFICATIONS, SUBMISSIONS, POSTINGS.	<u>8</u>
	Part 3.1 - Notification.	<u>8</u>
	Part 3.2 - Pre-Construction Submittals.	<u>8</u>
	Part 3.3 - Submittals During the Work Process.	<u>10</u>
	Part 3.4 - On-Site/Clean-Room Area Postings and Documentation.	<u>11</u>
	Part 3.5 - Job Site Documents.	<u>11</u>
	Part 3.6 - Project Close-out Documents.	<u>12</u>
SECTION 4.	SITE SECURITY.	<u>12</u>
SECTION 5.	EMERGENCY PLANNING.	<u>12</u>
SECTION 6.	PRE-CONSTRUCTION MEETING.	<u>13</u>
SECTION 7.	MATERIALS AND EQUIPMENT.	<u>13</u>
	Part 7.1 - Contractor Equipment and Supplies.	<u>13</u>
	Part 7.2 - Rental Equipment and Supplies.	<u>15</u>
SECTION 8.	WORK SITE FACILITIES.	<u>15</u>
SECTION 9.	RESPIRATORY PROTECTION.	<u>15</u>
SECTION 10.	PERSONNEL PROTECTION REQUIREMENT AND TRAINING.	<u>18</u>
SECTION 11.	WORKER DECONTAMINATION ENCLOSURE SYSTEMS.	<u>19</u>
SECTION 12.	WORKPLACE ENTRY AND EXIT PROCEDURES.	<u>21</u>
SECTION 13.	DIFFERENTIAL AIR PRESSURE SYSTEMS.	<u>21</u>
	Part 13.1 - Negative Pressure Requirements.	<u>21</u>
	Part 13.2 - DOP Testing.	<u>22</u>
	Part 13.3 - Differential Pressure Recording Requirements.	<u>22</u>
	Part 13.4 - Differential Pressure System.	<u>23</u>
SECTION 14.	EXECUTION, WORK SCHEDULE.	<u>24</u>
	Part 14.1 - Execution.	<u>24</u>
	Part 14.2 - Power Outage Procedures.	<u>26</u>
	Part 14.3 - Work Schedule.	<u>27</u>
SECTION 15.	REMOVAL PROCEDURES.	<u>27</u>
SECTION 16.	WASTE CONTAINER PASS-OUT PROCEDURES.	<u>28</u>
SECTION 17.	CLEAN-UP PROCEDURE.	<u>29</u>
	Part 17.1 - Clean-up Procedure.	<u>29</u>
	Part 17.2 - Visual Clearance Criteria.	<u>29</u>
SECTION 18.	CLEARANCE AIR MONITORING.	<u>30</u>

**REQUIREMENTS FOR DISTURBANCE OF
LEAD IN CONSTRUCTION
TABLE OF CONTENTS**

PART 1.0	GENERAL REQUIREMENTS.	<u>1</u>
1.1	Introduction.. . . .	<u>1</u>
1.2	Definitions.. . . .	<u>2</u>
1.3	Regulatory Compliance.	<u>7</u>
1.3.1	Environmental Protection Agency (EPA).. . . .	<u>7</u>
1.3.2	Housing and Urban Development (HUD).	<u>7</u>
1.3.3	California Department of Public Health (CDPH).	<u>7</u>
1.3.4	California Occupational Safety and Health Administration (Cal/OSHA).	<u>8</u>
1.4	Lead-Work Pre-Job Notification Requirements.	<u>9</u>
1.5	Lead Training Requirements.	<u>10</u>
1.5.1	Minimal Training Required For All Workers Exposed To Lead.. . . .	<u>10</u>
1.5.2	Required Training For Those Exposed Over the Action Level Or Who Conduct Trigger Tasks.	<u>11</u>
1.5.3	Required Training For Those Who Are Reasonably Expected To Be Exposed Over The PEL And/Or Conduct Trigger Tasks On Over 100 Square Feet of Material.	<u>11</u>
1.5.4	Required Training for Projects Involving Disturbance of Lead-Based Paint in Child Occupied pre-1978 Homes, Child Care Facilities and Pre-schools.	<u>12</u>
1.6	Required Submittal Documents.	<u>12</u>
1.6.1	Submittals Prior To The Start Of Work.	<u>12</u>
1.6.2	Submittals Provided During The Work Or Following Completion Of The Work If Applicable.	<u>15</u>
1.7	Third-party Oversight.	<u>16</u>
1.8	Air Sampling By The Owner and/or Project Monitor.. . . .	<u>16</u>
1.9	Notification of Employers of Employees in Adjacent Areas.	<u>17</u>
1.10	Suspension Of Work.	<u>17</u>
1.11	Pre-Start Meeting.	<u>17</u>
1.12	Testing For Lead In Paints, Coatings, Ceramic Tile, And Other Materials.. . . .	<u>17</u>
PART 2.0	MATERIALS AND EQUIPMENT.	<u>18</u>
2.1	Fire Resistant Plastic Sheeting (Poly).	<u>18</u>
2.2	Challenge Testing Of HEPA Filtration Systems.	<u>18</u>
2.3	Vacuum-Assisted Tools.	<u>18</u>
2.4	Power Washing.	<u>18</u>
2.5	Personal Protective Equipment.	<u>19</u>
2.6	Rental Equipment.. . . .	<u>19</u>
PART 3.0	EXECUTION.	<u>19</u>

OTHER HAZARDOUS MATERIALS

POLYCHLORINATED BIPHENYLS (PCB's) LIGHT BALLAST HANDLING PROCEDURES

The Contractor may be instructed to remove light fixtures which contain light ballasts during demolition/ renovation activities specified in the contract documents. These light ballasts typically contain PCBs in the oil used as coolant and lubricant. Any ballast containing PCBs is to be considered a "Hazardous Waste", and the Contractor is responsible for ensuring personnel who perform PCB related work (inspection, removal, clean-up) are trained and qualified to do so. All workers must also follow current OSHA regulations including 29 CFR 1910.120 and 8 CCR 5192, as well as other applicable federal, state and local laws and regulations.

PCB Light Ballasts

All light ballasts manufactured through 1978 are magnetic ballasts which contain PCBs. Installation of ballasts manufactured prior to 1978 continued for several more years. As a result it can be expected that any building constructed before 1980 which has not had a complete lighting retrofit is likely to have PCB containing ballasts. Therefore, unless the ballast is electronic (this type is PCB free), determined by testing not to contain PCBs, or the manufacturers label on the ballast states "No PCBs", it is assumed all light ballasts on this site contain PCB's, and must therefore be handled as a hazardous waste by the Contractor. The Contractor may have other options for disposal of any light ballasts found not to contain PCB's.

Light Ballast Inspection

Contractor should disconnect all power and de-energize all electrical equipment to be impacted prior to performing inspection of electrical devices scheduled for removal or replacement. This de-energizing should be performed by or under the supervision of a licensed electrician. Contractor shall inspect each ballast prior to its removal to determine if the ballast is leaking, if oily residue is present on the exterior of the ballast or the ballast has been damaged resulting in a leak. Upon discovering and prior to removal of any oil coated, leaking, or damaged ballast Contractor shall contact Owners representative to discuss work procedures, waste requirements, etc.

Handling Work Practices of Undamaged Light Ballasts

Handling of ballasts shall be consistent with existing ballast conditions. While a ballast may not initially indicate any damage or leakage to be present, it may become damaged or begin to leak for any number of reasons during the removal and handling process. Any skin contact will probably constitute overexposure to PCBs since they are easily absorbed through the skin. It is recommended any personnel who will perform PCB related work should at a minimum wear protective clothing, including chemically-resistant gloves, goggles, boots, and disposable coveralls.

Handling Work Practices of Damaged Light Ballasts

Handling of damaged ballasts shall be performed in a manner consistent with existing and current federal, state and local laws and regulations. Clean-up of spills, or contaminated surfaces will require the use of specifically trained and properly protected personnel utilizing state of the art work practices, removal equipment, and materials. The Owners representative must be notified prior to the performance of this type of work.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

Meeting Date: June 22, 2023

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 June 22, 2023
2. Classified Personnel Transactions Dated June 22, 2023

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

NameLast NameFirst JobPerm JobClass PrimeSite BegDate EndDate Comment

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment

Attachment 2: CLASSIFIED 6/22/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CANTY	ANDRENECIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/29/2023	6/30/2023	EMPLOY PROB1 5/29/23
CAPSHAW	LISA	B	Accts Payable Lead Technician	ACCOUNTING SERVICES DEPARTMENT	6/12/2023	6/30/2023	EMPLOY PROB 6/12/23
CASTILLO	GERSON	B	Bus Vehicle Mechanic	TRANSPORTATION SERVICES	6/19/2023	6/30/2023	EMPLOY PROB 6/19/23
LATCHISON	VICTORIA	B	Bus Driver	TRANSPORTATION SERVICES	5/26/2023	6/30/2023	EMPLOY PROB 5/26/23
MUNGANGA EKONOLA	VANESSA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/1/2023	6/30/2023	EMPLOY PROB 6/1/23
RAO	AVANTIKA	B	Teacher Asst Bil I - Spanish	MATSUYAMA ELEMENTARY SCHOOL	5/22/2023	6/30/2023	EMPLOY PROB 5/22/23
LEAVES							
UNZUETA	MARIA	A	Teacher Assistant, Bilingual	HIRAM W. JOHNSON HIGH SCHOOL	6/1/2023	6/30/2023	EXT RTN 6/1/23
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	5/20/2023	6/30/2023	LOA RTN 5/20/23
ALVARADO	ANTHONY	B	Facilities Maint Laborer I	FACILITIES MAINTENANCE	5/30/2023	6/30/2023	LOA RTN 5/30/23
HALL	MICHAEL	A	Facilities Maint Laborer I	FACILITIES MAINTENANCE	5/30/2023	6/30/2023	LOA RTN 5/30/23
HARBERT	JESSIE	B	Facilities Maint Laborer I	FACILITIES MAINTENANCE	5/30/2023	6/30/2023	LOA RTN 5/30/23
BECK	ALYSSA	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	6/20/2023	6/30/2023	LOA RTN 6/20/23
RE-ASSIGN/STATUS CHANGE							
ALDAMA	RACHELLE	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	5/26/2023	6/30/2023	STCHG 5/26/23
CANTABRANA	VERONICA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/12/2023	6/30/2023	STCHG 6/12/23
CARRILLO	ROBERTA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/12/2023	6/30/2023	STCHG 6/12/23
DAWIDCZIK	MARY	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	6/12/2023	6/30/2023	STCHG 6/12/23
DEL TORO FIGUEROA	ERIKA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/5/2023	6/30/2023	REA/STCHG 6/5/23
EGAN	LEANNE	B	Clerk II	JAMES W MARSHALL ELEMENTARY	6/1/2023	6/30/2023	REA/STCHG 6/1/23
FARIAS	JESUS	B	Facilities Maint Laborer I	FACILITIES MAINTENANCE	6/15/2023	6/30/2023	REA/STCHG 6/15/23
GALE	JOHN	B	Supervisor IV, Plumber	FACILITIES MAINTENANCE	5/30/2023	6/30/2023	REA/STCHG 5/30/23
KAUR	VARINDER	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/12/2023	6/30/2023	STCHG 6/12/23
MORONES DE NAVA	RUTH	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/5/2023	6/30/2023	STCHG 6/5/23
MUTCHLER	ROBYN	B	Office Tchncn III	STRATEGY & CONTINUOUS IMPRVMT	6/5/2023	6/30/2023	REA/STCHG 6/5/23
PAREJA DELGADO	MARIANELA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/1/2023	6/30/2023	STCHG 6/1/23
WILBUR	JUSTIN	A	Supervisor IV, Food Eqp Contr	NUTRITION SERVICES DEPARTMENT	5/23/2023	6/30/2023	REA/STCHG 5/23/22
SEPARATE / RESIGN / RETIRE							
CONN	RICHARD	A	Spec II District Facilities Op	BUILDINGS & GROUNDS/OPERATIONS	4/15/2023	6/30/2023	SEP/RETIRE 6/30/23
DAVILA	AZUL	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	5/30/2023	SEP/RESIGN 5/30/23
FACIO	CHRISTINA	A	Inst Aid, Spec Ed	SUTTER MIDDLE SCHOOL	7/1/2022	6/15/2023	SEP / RETIRE 6/15/23
FLORES	JOSHUA	A	Custodian	ROSA PARKS MIDDLE SCHOOL	10/1/2022	5/31/2023	SEP/RESIGN 5/31/23
FLORES	VICTORIA	A	Exec Director, Std & Hlth Serv	STUDENT SUPPORT&HEALTH SRVCS	7/1/2022	6/2/2023	SEP/RESIGN 6/2/23
JONES	DONNA	A	Office Tchncn II	CAREER & TECHNICAL PREPARATION	11/28/2022	5/26/2023	SEP/TERM 5/26/23
KANG	DEBBIE	A	School Office Manager I	CROCKER/RIVERSIDE ELEMENTARY	7/1/2022	6/30/2023	SEP/RETIRE 6/30/23
LEWIS	DIANNE	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	10/1/2022	6/30/2023	SEP/RETIRE 6/30/23
LYONS	ROBERT	B	Chief Information Officer	TECHNOLOGY SERVICES	7/1/2023	7/31/2023	SEP/RETIRE 7/31/23
MANCILLA	MARISSA	B	Network Specialist I	TECHNOLOGY SERVICES	12/12/2022	6/9/2023	SEP TERM 6/9/23
OLIVER	SHARI	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/1/2023	6/16/2023	SEP/ RETIRE 6/16/23
STEARMAN	SHERRE ANN	A	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	3/1/2023	6/9/2023	SEP/RESIGN 6/9/23
SWANSON	BRENDIN	B	Mngr III, Project Manager	FACILITIES SUPPORT SERVICES	12/6/2022	6/15/2023	SEP/RESIGN 6/15/23
VANG	TOU	B	Custodian	HIRAM W. JOHNSON HIGH SCHOOL	12/12/2022	6/6/2023	SEP/TERM 6/6/23
WRIGHT	MICHAEL	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/9/2023	6/16/2023	SEP/RESIGN 6/16/23
YAKABE	FLOR	A	Teacher Assistant, Bilingual	MATSUYAMA ELEMENTARY SCHOOL	10/1/2022	6/15/2023	SEP/RESIGN 6/15/23
YANCY	STEVEN	B	Health Aide	HEALTH SERVICES	2/2/2023	6/15/2023	SEP/RESIGN 6/15/23

NameLast

NameFirst

JobPerm

JobClass

PrimeSite

BegDate

EndDate

Comment



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

Meeting Date: June 22, 2023

Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023.

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

Division: Human Resource Services

Recommendation: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023.

Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

Financial Considerations: None

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

Documents Attached:

1. Complaint Report – Attachment A-1

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D, Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

Page 1 of 1

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

January 2023 through March 2023

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: June 22, 2023

Subject: Approve Contract for Legal Services with Fagen Friedman & Fulfrost LLP and 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: Award Fagen Friedman & Fulfrost LLP the Legal Services Contract in response to the April 26, 2023 Request for Qualifications for Legal Services

Background/Rationale: On April 26, 2023, the District issued a Request for Qualifications for Legal Services and proposals were due May 24, 2023. Seven (7) proposals were received and evaluated by a selection advisory committee including the District Superintendent and cabinet members. The Committee considered relevant factors, qualifications and experience and determined three (3) firms would be invited to interview on June 9, 2023. At the conclusion of the interview process, the Committee determined that Fagen Friedman & Fulfrost LLP firm was the most qualified firm to provide the legal services as described in the RFQ. Therefore, the District recommends awarding Fagen Friedman & Fulfrost LLP the contract for legal services as described in the RFQ..

Financial Considerations: \$2,000,000

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Contract
2. RFQ
3. List of Selection Advisory Committee Members

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

2023 Request for Qualifications for Legal Services – Selection Advisory Committee

<u>Title</u>	<u>Name</u>	<u>Department</u>	<u>Role</u>
Superintendent	Jorge A. Aguilar	Superintendent	Screen & Interview
Chief Business Officer	Rose Ramos	Business Services	Screen & Interview
Deputy Superintendent	Lisa Allen	Business Services	Screen & Interview
Chief Human Resources Officer	Cancy McArn	Human Resources Services	Screen & Interview
Chief Academic Officer	Yvonne Wright	Academic Office	Screen & Interview
Chief Communications Officer	Brian Heap	Communications	Screen & Interview
Chief Informational Officer	Bob Lyons	Technology	Screen & Interview



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sacramento City Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective June 15, 2023 through June 30, 2024:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Sacramento City Unified School District

Fagen Friedman & Fulfrost LLP

Namita S. Brown

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: June 15, 2023



PROFESSIONAL RATE SCHEDULE

Sacramento City Unified School District
June 15, 2023 through June 30, 2024

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$280 - \$310 per hour
Partner	\$345 - \$380 per hour
Senior Partner*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
Communications Services Consultant	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

**Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

LEGAL SERVICES

RFQ/P #23-0622-1

Request for Qualifications/Proposals Issued: April 26, 2023
Deadline for Submittal of RFQ/P #23-0622-1: May 24, 2023 at 4:30 p.m.

Request for Qualifications/Proposals for Legal Services

I. OBJECTIVE

The Sacramento City Unified School District (District) utilizes the services of a variety of legal firms. It is the intent of the District to continue this practice and to develop a list of firms qualified to provide such services in the areas of: General Legal Counsel, Human Resources, Employee Relations/Negotiations, Facilities, Special Education and Charter Schools. Firms that demonstrate expertise, and are subsequently designated, will be utilized. One or more firms may be engaged.

The overall objective of this Request for Qualifications/Proposal is to permit firms the opportunity to submit their relevant school district legal experience, client references and proposed schedule of charges for consideration.

Background

The Sacramento City Unified School District is the 12th largest school district in California and one of the 100 largest in the United States, serving over 43,000 students on over 75 campuses. Neighborhoods served range from leafy affluent areas around the Capitol to federal housing projects. 72% of SCUSD students qualify for a free or reduced-price lunch; at 26 schools, 90-100% of students meet this federal poverty threshold, in part because Sacramento's unemployment rate hovers around 4.5% – 1% higher than the national average.

II. INSTRUCTIONS

Respondents to this RFQ/P must mail or deliver, in a sealed package; one (1) unbound hard copy, six (6) bound copies and one (1) electronic copy (flash drive, Word or PDF format) of the complete proposal no later than 4:30 p.m. to the following address:

Sacramento City Unified School District
Purchasing Services
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words “Legal Services RFQ/P”. It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Qualifications/Proposals does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

All requirements described in this document must be addressed in your proposal. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFQ/P.

All questions must be submitted via email to the attention of Robert Aldama – Purchasing Manager at Robert-Aldama@scusd.edu

CALENDAR OF EVENTS (subject to change)

DATE / TIME	ACTION
April 26, 2023 / TBD	1 st Legal advertising & release of RFQ/P
May 10, 2023 / 4:30 p.m.	Deadline for Questions. Questions must be emailed to: Robert Aldama, Purchasing Manager, email: Robert-Aldama@scusd.edu
May 17, 2023 / 4:30 p.m.	Issue responses to questions in the form of an addendum to the RFQ/P
May 24, 2023 / 4:30 p.m.	Deadline for Submission of RFQ/P
May 25, 2023 / TBD	Selection Advisory Committee evaluation of responses
May 26, 2023 / TBD	Release of Shortlist Respondents. Interview notification if determined by District
May 31, 2023 / TBD	Interviews of Shortlist Respondents (If determined)
June 22, 2023 / TBD	Anticipated Recommendations to Board of Education

III. SCOPE OF SERVICES

The District is seeking proposals for legal services in the following areas (your proposal must indicate whether you are proposing to serve in all areas, only as General Counsel, or only as special counsel for services “B” through “F”):

- A. General Legal Counsel – The District currently employs one full-time attorney who will assist the General Counsel. The General Counsel will provide consultation, advice and opinions to the Superintendent, Key Personnel, and the Board, will attend Board Meetings as requested, and will coordinate the involvement of other specialist counsels, when required, and if appropriate.
- B. Human Resources
- C. Employee Relations Negotiations
- D. Facilities
- E. Special Education
- F. Charter Schools

A. GENERAL COUNSEL

- Provide advice and consultation with the Board of Education, the Superintendent and Key Personnel in connection with their general and specific powers and duties.

As requested:

- Be physically present on days of Board meetings and as needed.
- Attend all Board of Education Meetings.
- Provide advice with respect to all Constitutional questions.
- Provide advice and consultation with respect to issues related to the Brown Act and California Public Records Act.
- Assist in the development of employment contracts upon request.
- Provide advice, consultation and representation on student matters, including hearings and related proceedings.
- Provide advice and consultation with respect to school board elections and ballot measures.
- Provide such other services as are inherent in matters relating to the operation of a school district.

- Provide information on new federal and state laws that may impact the District operation and advise appropriate action.
- Assist the District in developing contract templates for outside services as needed.
- Review contractual agreements as requested.

B. HUMAN RESOURCES

As requested:

- Provide advice, consultation and representation of the District with respect to the employment, discipline and dismissal of certificated and classified employees.
- Provide advice, consultation and representation on issues involving District employees relative to: legal qualifications; teaching credentials and certificates, and other required licenses; proposed reductions in force and related seniority and tenure questions; various forms of leaves of absence; substitute and part-time employees; and matters related to compensation.

C. EMPLOYEE RELATIONS/NEGOTIATIONS

As requested:

- Provide advice, consultation and representation on all matters related to certificated and classified collective bargaining and related negotiated agreement development.
- Provide advice, consultation and representation on grievances and actions taken to PERB, hearings, etc.
- Provide such other services as are inherent in matters related to employee relations and negotiations.

D. FACILITIES

As requested:

- Provide advice, consultation and representation related to real property matters, including acquisition, disposition, environmental impact reports, leasing and construction of facilities, as well as contract and bidding requirements.
- Provide advice, consultation and representation related to facility measures, such as General Obligation Bonds, Mello Roos taxes, etc.
- Provide advice and consultation related to formation and responsibilities of facility related committees, such as the Bond Oversight Committee.
- Provide such other services that are inherent in matters related to school facilities.

E. SPECIAL EDUCATION

As requested:

- Provide advice, consultation and representation in connection with the placement of special needs students, including participation in hearings and representation in related administrative and judicial proceedings.
- Provide such other services as are inherent in matters related to the provision of services to special needs students.

F. CHARTER SCHOOLS

As requested:

- Provide advice, consultation and representation related to charter school matters, including public hearings, processing charter petitions, the approval or denial of petitions, revocation of petitions, Proposition 39 facility requests, conversion and start-up requirements, calculation of pro-rata share fees, administrative service fees, and appropriate monitoring procedures.
- Provide such other services as are inherent in matters related to charter schools.

IV. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondents' qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important in the proposal.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

A. Submittal Letter

Include the RFQ/P's title and submittal due date, the name, address, fax number and telephone number of the responding firm. Include a contact person and corresponding e-mail address. The letter shall state that the proposal shall be valid for a 60-day period and that the staff proposed is available immediately to work on this project. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.

B. Description of Firm

This section should provide an overview and history of your firm, and its practice in California, as well as the type of legal services for which your firm is submitting a proposal, and the approach that will be used in meeting the needs of the District. Please also include what areas of law are firm specialties.

C. Description of Experience

Use this section to indicate the areas of expertise of your firm and how the firm's expertise will enable the District to benefit from that expertise. Include at least two (2) school districts with similar demographics, along with the name(s) and contact information of individuals familiar with your work at school districts, the length of time services were provided and submitted as references that can be contacted by District staff.

D. Team

Please provide the names and résumés of staff who would be working with the District. Specifically discuss the individual(s)' experience in providing legal and advisory services to an organization and program similar in size and scope as specified in this RFQ/P. Please indicate who the primary contact will be and who will be responsible for the day-to-day work with the District.

E. Fee Schedule

Describe in detail all fees to be charged, including hourly rates for each level of service. Describe how you might adjust your fees for subsequent years of the contract. Describe in detail, charges for travel, telephone calls, and any other expenses to be separately billed. Indicate how billings are specific for each area/case. Also, identify billing increments (i.e. 1/10 hour, ¼ hour etc.)

F. Miscellaneous

Please provide the following additional information:

- Include a sample billing statement.
- List any additional services that your Firm provides, but which were not listed in the Request for Qualifications/Proposals.
- Provide details of any litigation against your Firm within the last five (5) years.
- Copy of Firm's Professional Liability Certificate of Insurance.

V. SELECTION CRITERIA

A Selection Advisory Committee will evaluate and select those firms deemed to be the most highly qualified to perform the required services. The evaluation of proposals and the basis of award will be based on the review and analysis of numerous factors, which will include, but not be limited to, the following:

- Background and experience in providing specific work as identified in the Scope of Services section of this RFQ/P.
- Qualifications and experience of personnel to be assigned to the District
- References for work done equal to the services as described Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support services of word processing, copying etc.

Upon evaluation of all submitted proposals, a limited number of Firms deemed most qualified to provide the requested legal services may be invited to present their qualifications and respond to questions from panel members. The panel may include, but will not be limited to, Board of Education members, Superintendent, Cabinet members, and others qualified to rate providers.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

Meeting Date: June 22, 2023

Subject: Approve Waiver Request and Affidavit – Request for Allowance Due to Emergency Conditions

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

Division: Business Services

Recommendation: Approve the submission of the affidavit to the State Superintendent of Public Instruction.

Background/Rationale: In accordance with Education Code Section 41422, the district had emergency school closures for the below dates and reasons. Approval of this request will authorize use of the school closure days towards the computation of LCFF apportionments for Sacramento City Unified School District and meet audit requirements.

1. Districtwide School Closures on 1/9/2023 due to the State of Emergency as a result of severe storms and resulting hazardous conditions. This includes the closure of Bowling Green, G.W. Carver, The MET, and New Joseph Bonnheim Community Charter school.
2. Success Academy, Sutterville, Pony Express, Rosa Parks and John Morse school closures on 1/10/2023 due to power outages as a result of the severe storms.
3. Luther Burbank High School closure on 12/21/2022 due to a water main break resulting in no water access for students or staff.
4. Cesar Chavez and Edward Kemble closure on 2/24/2023 due to power outages as a result of severe storms.

Financial Considerations: Failure to file this waiver request would result in the district not meeting Education Code requirements and disallowance of the school closure days towards the computation of LCFF apportionments.

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

Documents Attached:

1. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for SCUSD schools
2. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for Bowling Green Charter
3. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for G.W. Carver Charter
4. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for New Joseph Bonnheim Community Charter
5. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for The Met Charter
6. J-13A Supplemental Form
7. Governor's State of Emergency Proclamation
8. Certification Form for Independent Study Plan
9. Board Policy 6158-Independent Study
10. School District Calendar
11. New Joseph Community Charter Calendar

Estimated Time: NA

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Sacramento City Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jorge A. Aguilar			FISCAL YEAR: 2022-23	
ADDRESS: 5735 47th Avenue			COUNTY NAME: Sacramento	
CITY: Sacramento		STATE: CA	ZIP CODE: 95824	
CONTACT NAME: Jesse Castillo	TITLE: Asst. Supt Business Services	PHONE: 916-643-9055	E-MAIL: jesse-m-castillo@scusd.edu	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input checked="" type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
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PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

SECTION B: SCHOOL CLOSURE

Not Applicable (Proceed to Section C)

Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

1. Luther Burbank High closed on 12/21/2022 due to no staff or student access to water as their water main coupler broke.
 2. All schools were closed on 01/09/2023 due to the state of emergency as a result of severe storms and hazardous conditions. See list of schools on a separate spreadsheet. Please see the Governor's signed Proclamation of a State of Emergency attached.
 3. Five schools (Success Academy, Sutterville, Pony Express, Rosa Parks, and John Morse) were closed on 1/10/2023 due to power outages as a result of the severe storms. Please see attached the Governor's Proclamation of a State of Emergency.
 4. Cesar Chavez and Edward Kemble closed on 2/24/2023 due to a severe storm that caused power outages at each site.
 The below table in part II lists the specific school closures for 12/21/2022, 1/10/2023 and 2/24/2023; the supplemental excel form lists the school closures for all schools within the district on 1/9/2023.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/paj/13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
Luther Burbank High	3431012	Traditional	180	0	0	12/21/2022	12/21/2022	1
Success Academy	6117097	Traditional	180	0	0	01/10/2023	01/10/2023	1
Sutterville Elementary	6034276	Traditional	180	0	0	01/10/2023	01/10/2023	1
Pony Express Elementary	6034235	Traditional	180	0	0	01/10/2023	01/10/2023	1
Rosa Parks Elementary	6059299	Traditional	180	0	0	01/10/2023	01/10/2023	1
John Morse Therapeutic Center	0113209	Traditional	180	0	0	01/10/2023	01/10/2023	1
Cesar Chavez Elementary	6033914	Traditional	180	0	0	02/24/2023	02/24/2023	1
Edward Kemble Elementary	6119440	Traditional	180	0	0	02/24/2023	02/24/2023	1
Districtwide - see Supplemental Excel form.	34-67439	Traditional	180	0	0	1/09/2023	1/09/2023	1

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
Districtwide	34-67439	2018-19	11/16/2018	Closure due to hazardous air quality resulting from wildfires.	Yes

SECTION C: MATERIAL DECREASE

Not Applicable (Proceed to Section D)

PART I: NATURE OF EMERGENCY (Describe in detail.)

Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Sacramento City Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Chinua Rhodes

Lavinia Grace Phillips

Jasjit Singh

Tara Jeane

Christina Pritchett

Jamee Villa

Taylor Kayatta

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 22 day of June, 2023.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Sacramento City Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE): Bowling Green Charter
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jorge A. Aguilar				FISCAL YEAR: 2022-23
ADDRESS: 5735 47th Avenue			COUNTY NAME: Sacramento	
CITY: Sacramento		STATE: CA		ZIP CODE: 95824
CONTACT NAME: Jesse Castillo	TITLE: Asst. Supt Business Services	PHONE: 916-643-9055	E-MAIL: jesse-m-castillo@scusd.edu	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL Bowling Green Charter
--	---	---

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

SECTION C: MATERIAL DECREASE

Not Applicable (Proceed to Section D)

PART I: NATURE OF EMERGENCY (Describe in detail.)

Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

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School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
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			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
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						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

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SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Sacramento City Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Chinua Rhodes

Lavinia Grace Phillips

Jasjit Singh

Tara Jeane

Christina Pritchett

Jamee Villa

Taylor Kayatta

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 22 day of June, 2023.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): Jorge A. Aguilar Authorizing LEA Name: Bowling Green Charter
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Sacramento City Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE): George Washington. Carver Charter
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jorge A. Aguilar				FISCAL YEAR: 2022-23
ADDRESS: 5735 47th Avenue			COUNTY NAME: Sacramento	
CITY: Sacramento		STATE: CA		ZIP CODE: 95824
CONTACT NAME: Jesse Castillo	TITLE: Asst. Supt Business Services	PHONE: 916-643-9055	E-MAIL: jesse-m-castillo@scusd.edu	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL George Washington Carver Charter
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PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

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SECTION C: MATERIAL DECREASE

Not Applicable (Proceed to Section D)
 Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

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						0.00%	0.00
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						0.00%	0.00
Total:		0.00			0.00		0.00

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SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

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PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

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At least a majority of the members of the governing board shall execute this affidavit.

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Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): Jorge A. Aguilar Authorizing LEA Name: G. W. Carver Charter
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
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PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Sacramento City Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE): New Joseph BonnheimCommunity Charter
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jorge A. Aguilar			FISCAL YEAR: 2022-23	
ADDRESS: 5735 47th Avenue			COUNTY NAME: Sacramento	
CITY: Sacramento		STATE: CA		ZIP CODE: 95824
CONTACT NAME: Jesse Castillo	TITLE: Asst. Supt Business Services	PHONE: 916-643-9055	E-MAIL: jesse-m-castillo@scusd.edu	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL New Joseph Bonnheim Community Charter
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PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

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There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

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			-			0.00%	0.00
			-			0.00%	0.00
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			-			0.00%	0.00
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Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

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SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

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Superintendent (or designee): Jorge A. Aguilar Authorizing LEA Name: New Joseph Bonnheim Community Charter
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Sacramento City Unified School District		COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE): The Met Charter
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jorge A. Aguilar				FISCAL YEAR: 2022-23
ADDRESS: 5735 47th Avenue			COUNTY NAME: Sacramento	
CITY: Sacramento		STATE: CA		ZIP CODE: 95824
CONTACT NAME: Jesse Castillo	TITLE: Asst. Supt Business Services	PHONE: 916-643-9055	E-MAIL: jesse-m-castillo@scusd.edu	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL The Met Charter
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PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

SCHOOL CLOSURE: When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

SECTION C: MATERIAL DECREASE

Not Applicable (Proceed to Section D)
 Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Sacramento City Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Chinua Rhodes

Lavinia Grace Phillips

Jasjit Singh

Tara Jeane

Christina Pritchett

Jamee Villa

Taylor Kayatta

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 22 day of June, 2023.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): Jorge A. Aguilar Authorizing LEA Name: The Met Charter
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

**CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS, FORM J-13A (REVISED DECEMBER 2017)
SUPPLEMENTAL FORM FOR SCHOOL CLOSURE
SECTION B - PART II: SCHOOL INFORMATION**

LEA NAME:

Sacramento City Unified School District

FISCAL YEAR: 2022-23

Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> for information regarding the completion of this form. Before printing, select and hide all unused rows. Contact CDE if the request requires more than the allotted rows.

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
A. M. Winn Waldorf-Inspired	6033765	Traditional	180	0	0	01/09/2023	01/09/2023	1
Abraham Lincoln Elementary	6099808	Traditional	180	0	0	01/09/2023	01/09/2023	1
Albert Einstein Middle	6059273	Traditional	180	0	0	01/09/2023	01/09/2023	1
Alice Birney Waldorf-Inspired	6034078	Traditional	180	0	0	01/09/2023	01/09/2023	1
American Legion High (Continuation)	3430154	Traditional	180	0	0	01/09/2023	01/09/2023	1
Arthur A. Benjamin Health Professions High	0108951	Traditional	180	0	0	01/09/2023	01/09/2023	1
Bret Harte Elementary	6033807	Traditional	180	0	0	01/09/2023	01/09/2023	1
C. K. McClatchy High	3435419	Traditional	180	0	0	01/09/2023	01/09/2023	1
Caleb Greenwood Elementary	6033815	Traditional	180	0	0	01/09/2023	01/09/2023	1
California Middle	6059281	Traditional	180	0	0	01/09/2023	01/09/2023	1
Camellia Elementary	6033823	Traditional	180	0	0	01/09/2023	01/09/2023	1
Capitol City Independent Study	3430519	Traditional	180	0	0	01/09/2023	01/09/2023	1
Caroline Wenzel Elementary	6033831	Traditional	180	0	0	01/09/2023	01/09/2023	1
Cesar Chavez Intermediate	6119440	Traditional	180	0	0	01/09/2023	01/09/2023	1
Community Day	3430832	Traditional	180	0	0	01/09/2023	01/09/2023	1
Crocker/Riverside Elementary	6034243	Traditional	180	0	0	01/09/2023	01/09/2023	1
David Lubin Elementary	6033880	Traditional	180	0	0	01/09/2023	01/09/2023	1
Earl Warren Elementary	6033906	Traditional	180	0	0	01/09/2023	01/09/2023	1
Edward Kemble Elementary	6033914	Traditional	180	0	0	01/09/2023	01/09/2023	1
Elder Creek Elementary	6033930	Traditional	180	0	0	01/09/2023	01/09/2023	1
Ethel I. Baker Elementary	6033948	Traditional	180	0	0	01/09/2023	01/09/2023	1
Ethel Phillips Elementary	6033955	Traditional	180	0	0	01/09/2023	01/09/2023	1
Father Keith B. Kenny	6110662	Traditional	180	0	0	01/09/2023	01/09/2023	1
Fern Bacon Middle	6059307	Traditional	180	0	0	01/09/2023	01/09/2023	1
Genevieve Didion	6096168	Traditional	180	0	0	01/09/2023	01/09/2023	1
Golden Empire Elementary	6097083	Traditional	180	0	0	01/09/2023	01/09/2023	1
H. W. Harkness Elementary	6033997	Traditional	180	0	0	01/09/2023	01/09/2023	1
Hiram W. Johnson High	3434636	Traditional	180	0	0	01/09/2023	01/09/2023	1
Hollywood Park Elementary	6034003	Traditional	180	0	0	01/09/2023	01/09/2023	1
Hubert H. Bancroft Elementary	6034011	Traditional	180	0	0	01/09/2023	01/09/2023	1
Isador Cohen Elementary	6034029	Traditional	180	0	0	01/09/2023	01/09/2023	1

**CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS, FORM J-13A (REVISED DECEMBER 2017)
SUPPLEMENTAL FORM FOR SCHOOL CLOSURE
SECTION B - PART II: SCHOOL INFORMATION**

LEA NAME:

Sacramento City Unified School District

FISCAL YEAR: 2022-23

Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> for information regarding the completion of this form. Before printing, select and hide all unused rows. Contact CDE if the request requires more than the allotted rows.

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
James Marshall Elementary	6096150	Traditional	180	0	0	01/09/2023	01/09/2023	1
John Bidwell Elementary	6034045	Traditional	180	0	0	01/09/2023	01/09/2023	1
John Cabrillo Elementary	6034052	Traditional	180	0	0	01/09/2023	01/09/2023	1
John D. Sloat Elementary	6034060	Traditional	180	0	0	01/09/2023	01/09/2023	1
John F. Kennedy High	3434768	Traditional	180	0	0	01/09/2023	01/09/2023	1
John H. Still	6059323	Traditional	180	0	0	01/09/2023	01/09/2023	1
John Morse Therapeutic Center	0113209	Traditional	180	0	0	01/09/2023	01/09/2023	1
Kit Carson International Academy	6061832	Traditional	180	0	0	01/09/2023	01/09/2023	1
Leataata Floyd Elementary	6034037	Traditional	180	0	0	01/09/2023	01/09/2023	1
Leonardo Da Vinci	6059315	Traditional	180	0	0	01/09/2023	01/09/2023	1
Luther Burbank High	3431012	Traditional	180	0	0	01/09/2023	01/09/2023	1
Mark Twain Elementary	6034136	Traditional	180	0	0	01/09/2023	01/09/2023	1
Martin Luther King, Jr.	6107239	Traditional	180	0	0	01/09/2023	01/09/2023	1
Matsuyama Elementary	6111389	Traditional	180	0	0	01/09/2023	01/09/2023	1
Nicholas Elementary	6034169	Traditional	180	0	0	01/09/2023	01/09/2023	1
O. W. Erlewine Elementary	6034177	Traditional	180	0	0	01/09/2023	01/09/2023	1
Oak Ridge Elementary	6034185	Traditional	180	0	0	01/09/2023	01/09/2023	1
Pacific Elementary	6034193	Traditional	180	0	0	01/09/2023	01/09/2023	1
Parkway Elementary	6034201	Traditional	180	0	0	01/09/2023	01/09/2023	1
Peter Burnett Elementary	6034219	Traditional	180	0	0	01/09/2023	01/09/2023	1
Phoebe A. Hearst Elementary	6034227	Traditional	180	0	0	01/09/2023	01/09/2023	1
Pony Express Elementary	6034235	Traditional	180	0	0	01/09/2023	01/09/2023	1
Rosa Parks Elementary	6059299	Traditional	180	0	0	01/09/2023	01/09/2023	1
Rosemont High	0101972	Traditional	180	0	0	01/09/2023	01/09/2023	1
Sam Brannan Middle	6059356	Traditional	180	0	0	01/09/2023	01/09/2023	1
School of Engineering & Sciences	0114546	Traditional	180	0	0	01/09/2023	01/09/2023	1
Sequoia Elementary	6034250	Traditional	180	0	0	01/09/2023	01/09/2023	1
Success Academy	6117097	Traditional	180	0	0	01/09/2023	01/09/2023	1
Susan B. Anthony Elementary	6071336	Traditional	180	0	0	01/09/2023	01/09/2023	1
Sutter Middle	6066690	Traditional	180	0	0	01/09/2023	01/09/2023	1
Suttersville Elementary	6034276	Traditional	180	0	0	01/09/2023	01/09/2023	1

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

WHEREAS it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS in preparation for the forecasted storms, multiple California Conservation Corps flood fight crews, fire swift water rescue, and urban search and rescue teams have been strategically prepositioned for emergency response; sandbags have been made available throughout the State; and shelters are opening for displaced individuals; and

WHEREAS these storms forced the closure and caused damage to highways and roads, as well as caused levee and culvert failures, and mandatory evacuations in severely impacted counties, and such impacts will likely continue to be caused by the forecasted storms; and

WHEREAS these storms threatened and continue to threaten critical infrastructure, movement of resources, burn scars from recent wildfires potentially causing mud and debris flows; resulted in and threaten power outages to thousands of households and businesses; and caused and continue to threaten river and urban flooding due to excessive and prolonged rainfall; and

WHEREAS due to the series of atmospheric river systems continuously impacting counties throughout the State, the counties have not had time to mitigate the cascading impacts of these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these storms; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of these storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist throughout California.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.
4. Any fairgrounds the Office of Emergency Services determines suitable to assist individuals impacted by these storms shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and may immediately utilize the fairgrounds without the fairground board of directors' approval.
5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.
6. The California National Guard may be mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by the Office of Emergency Services, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules

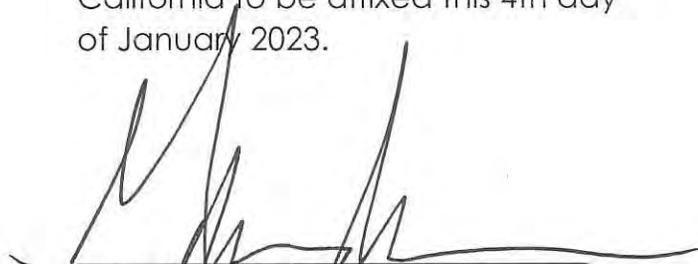
for specified emergency purchases, and those rules are hereby suspended.

7. Any state-owned properties the Office of Emergency Services determines suitable for staging of debris as a result of these storms shall be made available to the Office of Emergency Services for this purpose in accordance with Government Code section 8570.
8. Drivers may exceed the hours-of-service limits specified in California Vehicle Code section 34501.2 and California Code of Regulations, Title 13, section 1212.5 while operating a vehicle engaged in fuel transportation in support of emergency relief efforts, subject to the following conditions:
 - a. Motor carriers or drivers currently subject to an out-of-service order are eligible for the exemption once the out-of-service order expires or when they have met the conditions for its rescission.
 - b. In accordance with Section 1214, Title 13, California Code of Regulations, no motor carrier operating under the terms of this Proclamation will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that they need immediate rest shall be given at least ten consecutive hours off-duty before being required to return to service.
 - c. Drivers shall maintain a driver's record of duty status, regardless of number of hours worked each day. These records shall be prepared, submitted, and maintained as required by Section 1213, Title 13, California Code of Regulations.
9. Consistent with Parts 390 and 395, Title 49, Code of Federal Regulations, drivers may exceed the hours-of-service limits specified while operating a vehicle engaged in fuel transportation in support of emergency relief efforts. These waivers shall be in effect for the duration of the driver's direct assistance in providing emergency relief, or thirty (30) days from the date of this Proclamation, whichever is less.
10. In order to allow out-of-state contractors and other utilities driving their own vehicles to provide mutual aid assistance for the restoration of electrical power within the counties impacted by these storms, applicable provisions of the Vehicle Code including, but not limited to, Vehicle Code section 34620 requiring a motor carrier permit [licensing] and imposition of certain fees, are suspended for motor carriers providing such assistance. Also, the requirements for motor carriers and drivers in Vehicle Code sections 1808.1 [pull-notice program that checks for driver's license violations], 27900 [display name on vehicle], 27901 [size and color of display name on vehicle], 34505.5 [requirement to have been inspected within 90 days], and 34501.12 [requirement to set up home base in California] are suspended while providing mutual aid assistance for the emergency restoration of services.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of January 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certification Form for Independent Study Plan

Local Educational Agency: Sacramento City Unified School District	CDS Code: 3467439
Fiscal Year: 2022-23	County: Sacramento

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

Independent Study Plan Certification

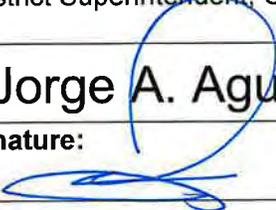
Pursuant to *Education Code (EC)* Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

Name: Jorge A. Aguilar	Title: Superintendent
Wet Signature: 	Date: 1/24/23

Certification Form for Independent Study Instructions

The Independent Study Certification and independent study plan is an annual requirement that must be submitted with the local educational agency's (LEA's) first Form J-13A submission in a FY. To the extent that there are no changes to the LEA's certified plan for the FY, all subsequent Form J-13A submissions for the FY do not need to include the certification and certified plan.

How to file:

The Certification Form for Independent Study is available at <https://www.cde.ca.gov/fq/aa/pa/j13aforms.asp>. All sections of the form must be completed. The executed certification form and certified independent study plan must be attached to the entire Form J-13A package and mailed to the California Department of Education.

Signature:

The school district superintendent, charter school administrator, county superintendent, or a designee must sign the form. Only an original wet signature is acceptable for the Certification Form for Independent Study.

Where to file:

Mail the entire Form J-13A package to:

School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

Questions:

Please send questions about the completion and submittal of this form to attendanceaccounting@cde.ca.gov

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** 12/01/2021 | **Last Reviewed Date:** 12/01/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

General Independent Study Requirements

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, the Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:

1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or
2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one

school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent or guardian (if the student is under age 18 years), the certificated employee designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students

in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (as listed above) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, parent or guardian (if the student is less than 18 years of age), the certificated employee who has been designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by

the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference Disclaimer:

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

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year

Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel
Publication

Website

Website

Website

Guide for Annual Audits of K-12 Local Education Agencies
and State Compliance Reporting

[California Consortium for Independent Study](#)

[California Department of Education, Independent Study](#)

[Education Audit Appeals Panel](#)

Cross References

Code

0410

Description

[Nondiscrimination In District Programs And Activities](#)

0420.4

[Charter School Authorization](#)

0420.4

[Charter School Authorization](#)

0470

[COVID-19 Mitigation Plan](#)

0500

[Accountability](#)

3260

[Fees And Charges](#)

3260

[Fees And Charges](#)

3516.5

[Emergency Schedules](#)

3580

[District Records](#)

3580

[District Records](#)

4112.2

[Certification](#)

4112.2

[Certification](#)

4131

[Staff Development](#)

5111.1

[District Residency](#)

5111.1

[District Residency](#)

5112.3

[Student Leave Of Absence](#)

5112.3

[Student Leave Of Absence](#)

5113

[Absences And Excuses](#)

5113

[Absences And Excuses](#)

5113.1

[Chronic Absence And Truancy](#)

5113.1

[Chronic Absence And Truancy](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5121

[Grades/Evaluation Of Student Achievement](#)

5125

[Student Records](#)

5125

[Student Records](#)

5126

[Awards For Achievement](#)

5126

[Awards For Achievement](#)

5141.22

[Infectious Diseases](#)

5141.22

[Infectious Diseases](#)

5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>
6112	<u>School Day</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6146.1	<u>High School Graduation Requirements</u>
6146.1	<u>High School Graduation Requirements</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6152	<u>Class Assignment</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6164.5	<u>Student Success Teams</u>
6164.5	<u>Student Success Teams</u>
6172	<u>Gifted And Talented Student Program</u>
6172	<u>Gifted And Talented Student Program</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6183	<u>Home And Hospital Instruction</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>
6200	<u>Adult Education</u>



Human Resource Services

Traditional Attendance Calendar

2022-23 School Year

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days: 0

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Days: 0

SEPTEMBER						
S	M	T	W	T	F	S
				#!*	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Days: 21

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Days: 21

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4#	5
6	#7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Days: 16

DECEMBER						
S	M	T	W	T	F	S
				1	2!	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days: 17

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27*#	28
29	*#30	31				

Days: 16

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Days: 18

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17!	18
19	20	21	22	23	24	25
26	27	28	29	30	31#	

Days: 23

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	#10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Days: 15

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Days: 22

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15#!	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Days: 11

Legend/Key		
*	Semester Begins and Ends	Semester = 89/ 91 = 180 days
#	Quarter Begins and Ends	Quarter = 46/ 43/ 43/ 48 = 180 days
!	Trimester Begins and Ends	Trimester = 60/ 62 / 58 = 180 days

Instructional/ Non-Instructional Days	
	180 Instructional Days
	School Holidays / Other Days Not in Session
	New Teacher Orientation Day
	One (1) Non-Instructional Day/ Faculty Work Day
	Three (3) Professional Learning Days

2022-2023 NJB CALENDAR

Total Instructional days: 24
 July 25-27 is Staff PAID PD Days
 July 29 First Day Of Instruction
 4, Staff Meeting
 11,18,25 are shortened days.

JULY/AUGUST 2022						
S	M	T	W	Th	F	S
24	25	26	27	28	29	30
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Total Instructional days: 18
 13 Lincoln Day No School/ Holiday
 20 Presidents Day No School/ Holiday
 2, Staff Meeting
 9,16,23 are shortened days.
 Feb 24-Mar 2 are parent/teacher conferences.
 Mar 3 is CUM Day

Total Instructional days: 21
 5 Labor Day No School/ Holiday
 1, Staff Meeting
 8,15,22, 29 are shortened days.

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Total Instructional days: 23
 9, Staff Meeting
 16,28,30 are shortened days.
 Feb 24-Mar 2 are parent/teacher conferences.
 Mar 3, record in cum
 Mar.. 3—2nd trimester ends , 61 days
 Mar. 6—3rd trimester begins

Total Instructional days: 11
 6, Staff Meeting
 Fall Break: October 8-23
 Oct 27-Nov 3 are parent/teacher conferences.
 Nov 4, record in cum

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Total Instructional days: 10
 Spring Break: April 1-16,2023
 9 Easter No School/ Holiday
 20, 27 are shortened days.

Total Instructional days: 16
 11 Veterans Day No School/ Holiday
 Thanksgiving Break: November 19-27
 24 Thanksgiving No School/ Holiday
 10,17 are shortened days.
 Oct 27-Nov 3 are parent/teacher conferences.
 Nov 4, record in cum
 Nov. 4—1st trimester ends , 60 days
 Nov 7—2nd trimester begins
Total Instructional days: 12

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Total Instructional days: 22
 29 Memorial Day No School/ Holiday
 4,, Staff Meeting
 11,18,25 are shortened days.

25 Christmas Day No School/ Holiday
 Winter Break: Dec 17-Jan 8, 2023
 1, Staff Meeting
 8,15 are shortened days.

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Total Instructional days: 7
 9 Last Day Of Instruction
 1, Staff meeting
 8, are shortened days.
 June 9—3rd trimester ends, 60 days
 June 9 is CUM day

Total Instructional days: 16
 Winter Break: Dec 17-Jan 8, 2023
 ! New Years Day No School/ Holiday
 16 MLK Day No School/ Holiday
 12 Staff Meeting
 19,26 are shortened days.

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Rationale:
 1. Break was added mid- October, to increase the teaching block in November/ December. And keeping in with the district Thanksgiving break.
 2. Kept the three week break in December/ January for families and staff traveling abroad.
 3. Two break in Spring instead of three, so we can add a week to the Summer.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

Meeting Date: June 22, 2023

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of May 1-31, 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 May 1-31, 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 –May 1-31, 2023

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Warrants, Checks and Electronic Funds Transfers

May 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97414618 - 97415771	1154 items	\$ 35,840,554.38
		General (01)	\$ 23,956,413.76
		Charter (09)	\$ 161,486.18
		Adult Education (11)	\$ 49,931.84
		Child Development (12)	\$ 91,919.03
		Cafeteria (13)	\$ 1,532,987.47
		Deferred Maintenance (14)	
		Building (21)	\$ 8,518,005.05
		Developer Fees (25)	\$ 22,202.09
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	\$ 193.35
		Self Insurance (67)	\$ 26,933.20
		Self Ins Dental/Vision (68)	\$ 1,447,997.32
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 32,485.09		
Alternate Cash Revolving Checks	00002279 - 00002295	17 items	\$ 24,915.70
		General (01)	\$ 14,474.69
		Charter (09)	\$ -
		Adult Education (11)	\$ 4,224.00
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 6,217.01
Payroll and Payroll Vendor Warrants	97890584 - 97891724	1141 items	\$ 5,048,826.93
		General (01)	\$ 1,432,557.42
		Charter (09)	\$ 52,280.95
		Adult Education (11)	\$ 9,367.52
		Child Development (12)	\$ 39,936.13
		Cafeteria (13)	\$ 131,611.87
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 3,383,073.04		

Warrants, Checks and Electronic Funds Transfers

May 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
Payroll ACHs and Payroll Vendor EFTs	ACH 01515404 - 01517227 EFT 00000125 - 00000126	1825 items	\$ 18,892,439.21
		General (01)	\$ 17,129,678.98
		Charter (09)	\$ 508,697.30
		Adult Education (11)	\$ 193,810.12
		Child Development (12)	\$ 365,653.58
		Cafeteria (13)	\$ 569,993.75
		Deferred Maintenance (14)	
		Building (21)	\$ 41,610.82
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	\$ 16,306.90
		Self Ins Dental/Vision (68)	\$ 5,420.99
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 61,266.77		
County Wire Transfers for Benefit, Debt & Tax	9700349929 - 9700349950	22 items	\$ 14,211,189.94
		General (01)	\$ 43,885.39
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 14,167,304.55		
Total	4159 items	\$ 74,017,926.16	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

Meeting Date: June 22, 2023

Subject: Approve Donations to the District for the Period of May 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 May 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 May 1-30, 2023

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA23-0002363	Posted	(0144-2) HUBERT B BANCROFT E	7866	Check	05/02/23	1116			BA0000381	Spooky Saturday Donation, H	110.43
	01-0812-0-8690-	- - - -0144-				110.43					
BA23-0002379	Posted	Williams Launderland	7868	Check	05/09/23	7370			BA0000384	Donation, Wms Launderland,	100.00
	01-0812-0-8690-	- - - -0277-				100.00					
BA23-0002380	Posted	Federalist Public House	7868	Check	05/09/23	17245			BA0000384	Dine Night, Federalist Public H	465.00
	01-0812-0-8690-	- - - -0379-				465.00					
BA23-0002535	Posted	Beth A Koster	7874	Check	05/30/23	2709			BA0000408	Donation, B Koster, Ck2709	100.00
	01-0812-0-8690-	- - - -0350-				100.00					
Total for Sacramento City Unified School District											775.43

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	775.43
Fund 01 - General Fund		775.43
Fiscal Year 2023		
Total for Sacramento City Unified School District		775.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW23-0001081	Posted	California Casualty Management C	7882	Check	05/10/23	8479.09			BOTW051023	Athletic Grant, Ca Casualty M	1,000.00
	01-0812-0-8690-	- - - -0445-				1,000.00					
BW23-0001101	Posted	(000664) FRONTSTREAM	7883	Check	05/17/23	3400019			BOTW051723	Donation, Frontstream, Ck340	224.00
	01-0812-0-8690-	- - - -0242-				224.00					
BW23-0001104	Posted	(3390) YOLO BASIN FOUNDATIOI	7883	Check	05/17/23	12349			BOTW051723	TRANSINV#26395 3.29.23,YC	250.00
	01-0812-0-8690-	- - - -0384-				250.00					
Total for Sacramento City Unified School District											2,249.43

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	1,474.00
Fund 01 - General Fund		1,474.00
Total for Sacramento City Unified School District		2,249.43

Org Recap	
Sacramento City Unified School District	
C - Check	775.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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

Org Recap

Sacramento City Unified School District (continued)

C - Check	1,474.00
Report Total	2,249.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA23-0002363	Posted	(0144-2) HUBERT B BANCROFT E	7866	Check	05/02/23	1116			BA0000381	Spooky Saturday Donation, H	110.43
	01-0812-0-8690-	- - - -0144-				110.43					
BA23-0002379	Posted	Williams Launderland	7868	Check	05/09/23	7370			BA0000384	Donation, Wms Launderland,	100.00
	01-0812-0-8690-	- - - -0277-				100.00					
BA23-0002380	Posted	Federalist Public House	7868	Check	05/09/23	17245			BA0000384	Dine Night, Federalist Public H	465.00
	01-0812-0-8690-	- - - -0379-				465.00					
BA23-0002535	Posted	Beth A Koster	7874	Check	05/30/23	2709			BA0000408	Donation, B Koster, Ck2709	100.00
	01-0812-0-8690-	- - - -0350-				100.00					
Total for Sacramento City Unified School District											775.43

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	775.43
Fund 01 - General Fund		775.43
Fiscal Year 2023		
Total for Sacramento City Unified School District		775.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW23-0001081	Posted	California Casualty Management C	7882	Check	05/10/23	8479.09			BOTW051023	Athletic Grant, Ca Casualty M	1,000.00
	01-0812-0-8690-	- - - -0445-				1,000.00					
BW23-0001101	Posted	(000664) FRONTSTREAM	7883	Check	05/17/23	3400019			BOTW051723	Donation, Frontstream, Ck340	224.00
	01-0812-0-8690-	- - - -0242-				224.00					
BW23-0001104	Posted	(3390) YOLO BASIN FOUNDATIOI	7883	Check	05/17/23	12349			BOTW051723	TRANSINV#26395 3.29.23,YC	250.00
	01-0812-0-8690-	- - - -0384-				250.00					
Total for Sacramento City Unified School District											2,249.43

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	1,474.00
Fund 01 - General Fund		1,474.00
Total for Sacramento City Unified School District		2,249.43

Org Recap	
Sacramento City Unified School District	
C - Check	775.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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

Org Recap

Sacramento City Unified School District (continued)

C - Check	1,474.00
Report Total	2,249.43

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2023, Ending Receipt Date = 5/31/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

Meeting Date: June 22, 2023

Subject: Approve Business and Financial Information: Purchase Order Board Report for the Period of April 15, 2023 through May 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 April 15, 2023 through May 14, 2023

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00855	SYSCO FOOD SVCS OF SACRAMENTO	2022-23 (SUPPER) FOOD & PAPER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	12,000.00
B23-00856	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	TRANSPORTATION FOR ATHLETICS	LUTHER BURBANK HIGH SCHOOL	01	2,441.00
B23-00857	CSUS PROCUREMENT & CONTRACTS S UZANNE SWARTZ CONTRACTS COOR	LEASE OF CLASS SPACE FY 22-23	SPECIAL EDUCATION DEPARTMENT	01	7,686.84
B23-00858	EAST BAY RESTAURANT SUPPLY INC	DISHABLE SORTING SHELF CENTRAL KITCHEN SY22-23	NUTRITION SERVICES DEPARTMENT	13	763.19
B23-00859	LUX BUS AMERICA CO	TRANSPORTATION FOR ATHLETIC GAMES	LUTHER BURBANK HIGH SCHOOL	01	5,000.00
B23-00860	UNIVERSAL LIMOUSINE CO	TRANSPORTATION FOR ATHLETIC GAMES	LUTHER BURBANK HIGH SCHOOL	01	4,250.00
B23-00861	JTM PROVISIONS CO INC dba JTM FOOD GROUP	MACARONI & CHEESE FOR 2022-23	NUTRITION SERVICES DEPARTMENT	13	53,000.00
B23-00862	HIGHLAND BEEFALO FARMS INC HIG HLAND BEEF FARMS INC	BEEF STICKS &SLICES FOR 2022-23SY	NUTRITION SERVICES DEPARTMENT	13	72,241.00
B23-00863	FOOD DISTRIBUTORS OF NEVADA SM ARTFOODS4SCHOOLS	CRACKERS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	5,910.00
B23-00864	WAWONA FROZOEN FOODS	FROZEN FRUIT BLENDS FOR 23 SY	NUTRITION SERVICES DEPARTMENT	13	23,830.00
B23-00865	ATORIAS BAKING COMPANY dba WHE AT VALLEY BAKERY	PITA SOFT DIPPERS 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	25,100.00
B23-00866	NIPPON SHOKKEN USA	TO PURCHASE TERIYAKI SAUCE FOR 2022-2023 SY	NUTRITION SERVICES DEPARTMENT	13	19,350.00
B23-00867	HMC GROUP MARKETING INC	GRAPES FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	65,000.00
B23-00868	[REDACTED]	FEDERAL PROPORTIONATE SHARE 2022-23 E.W.	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B23-00869	[REDACTED]	FEDERAL PROPORTIONATE SHARE 2021-22 E.W.	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00870	EAN SERVICES LLC	ATHLETICS TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	2,000.00
B23-00871	BARFRESH CORP	FRUIT SMOOTHIES FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	44,164.00
B23-00872	4 IMPRINT INC	**BLANKET** RECRUITMENT ITEMS	HUMAN RESOURCE SERVICES	01	5,000.00
B23-00873	SACRAMENTO REGIONAL TRANSIT FA RE PREPAYMENT UNIT	BUS TICKETS 2022-2023 FOR HOMELESS SVS.	STUDENT SUPPORT&HEALTH SRVCS	01	6,000.00
CHB23-00399	ODP BUSINESS SOLUTIONS LLC	22-23 BLANKET OFFICE DEPOT-INSTRUCTIONAL SUPPLIES	GENEVIEVE DIDION ELEMENTARY	01	1,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB23-00400	ODP BUSINESS SOLUTIONS LLC	23-23 BLANKET OFFICE DEPOT-INSTRUCTIONAL SUPPLIES	GENEVIEVE DIDION ELEMENTARY	01	16,660.27
CHB23-00401	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTARY CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	750.00
CHB23-00402	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET	A. M. WINN - K-8	01	14,064.28
CHB23-00403	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	O. W. ERLEWINE ELEMENTARY	01	1,230.48
CHB23-00404	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 TITLE 1 ENGLISH	AMERICAN LEGION HIGH SCHOOL	01	3,483.00
CS23-00261	JIM SCHEIBLE	Lane 9,LLC NJB STEER COMM BYLAWS REVIEW AND PREP	NEW JOSEPH BONNHEIM	09	2,000.00
CS23-00451	JIM SCHEIBLE	LANE 9,LLC NJB STEERING COMM TRAINING	NEW JOSEPH BONNHEIM	09	1,250.00
CS23-00457	PARALLEL LEARNING, INC	SLP SERVICES	SPECIAL EDUCATION DEPARTMENT	01	75,000.00
CS23-00458	SCOE K12 CURRICULUM & INSTRUCTION	2022-23 SCHOOL YEAR AGREEMENT #23002	SUSAN B. ANTHONY ELEMENTARY	01	7,200.00
CS23-00459	KMM SERVICES INC	0354-465 SUTTERVILLE SECURITY PROJECT CONSULTANT	FACILITIES SUPPORT SERVICES	21	5,103.00
CS23-00461	KMM SERVICES INC	0146-465 ISADOR COHEN SECURITY PROJECT CONSULTANT	FACILITIES SUPPORT SERVICES	21	3,969.00
CS23-00462	HEIDI KOSKI CONSULTING	Heidi Koski Consulting 2022-23	EARL WARREN ELEMENTARY SCHOOL	01	4,098.00
CS23-00464	MARY ASHLEY ATWOOD CHERNEY dba MOON MAGIC	MUSIC PERFORMANCE AT THE COMMUNITY EVENT 4/15/23	COMMUNICATIONS OFFICE	01	200.00
CS23-00465	KMM SERVICES INC	0520-464 HJHS INTERCOM UPGRADE DESIGN	FACILITIES SUPPORT SERVICES	21	48,510.00
CS23-00466	WARMLINE FAMILY RESOURCE CENTER	PARTNERSHIP BETWEEN SCUSD & WARMLINE	SPECIAL EDUCATION DEPARTMENT	01	24,999.00
CS23-00467	SCOE K12 CURRICULUM & INSTRUCTION	TUPE SUPPLEMENTAL PROVIDER 22-23 FY (SCOE)	FOSTER YOUTH SERVICES PROGRAM	01	800.00
CS23-00468	CROWE LLP	ANNUAL AUDIT SERVICES, YEAR END 6/30/23	INTERNAL AUDIT	01	145,000.00
CS23-00469	LP CONSULTING ENGINEERS INC	0117-464 FKBK TELECENTER LOW VOLTAGE TECHNOLOGY	FACILITIES SUPPORT SERVICES	21	11,025.00
CS23-00470	LP CONSULTING ENGINEERS INC	0142-464 H.PARK TELECOM REMOVE/INSTALL INTERCOM	FACILITIES SUPPORT SERVICES	21	10,342.50
CS23-00471	LP CONSULTING ENGINEERS INC	0151-464 LDV TELECENTER REMOVE/INSTALL INTERCOM	FACILITIES SUPPORT SERVICES	21	25,200.00
CS23-00472	JORDAN KNIGHTON ARCHITECTS INC dba JK ARCHITECTURE ENG	0415-468 CALIFORNIA RENEWAL ARCHITECTURAL SVC	FACILITIES SUPPORT SERVICES	21	88,200.00

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ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS23-00473	GUIDEPOST SOLUTIONS LLC	0148-464 LFLOYD TELECENTER CONSULTING SERVICES	FACILITIES SUPPORT SERVICES	21	21,766.50
CS23-00474	HEIDI KOSKI CONSULTING	Heidi Koski Consulting	EARL WARREN ELEMENTARY SCHOOL	01	2,800.00
CS23-00475	ENTEK CONSULTING GROUP, INC	0530-462 LBHS STORM DRAIN	FACILITIES SUPPORT SERVICES	21	2,870.00
CS23-00476	ENTEK CONSULTING GROUP, INC	0420-453 ROSA PARKS GYM HVAC HAZARDOUS MATERIALS	FACILITIES SUPPORT SERVICES	01	3,400.00
CS23-00477	ENTEK CONSULTING GROUP, INC	0530-434 LBHS CORE PH2 HAZMAT INSPECTIONS	FACILITIES SUPPORT SERVICES	21	4,200.00
CS23-00478	UNIVERSAL ENGINEERING SCIENCES	0151-453 LDV GYM HVAC SPECIAL TESTING	FACILITIES SUPPORT SERVICES	01	4,976.00
CS23-00479	PLAYWORKS EDUCATION ENERGIZED	SAC CITY SUB EXPERIENCE PROJECT SPRING 2023	HUMAN RESOURCE SERVICES	01	19,200.00
CS23-00480	CROWE LLP	AUDIT SERVICES FOR BOND MSR Q & R YE 6/30/23	INTERNAL AUDIT	21	27,000.00
CS23-00482	STUDIOS FOR THE PERFORMING ARTS OPERATING CO	CLARA Classroom Leataata Floyd	ACADEMIC OFFICE	01	44,000.00
CS23-00483	ENTEK CONSULTING GROUP, INC	0151-453 LDV GYM HVAC HAZARDOUS TESTING	FACILITIES SUPPORT SERVICES	01	6,050.00
CS23-00484	UNIVERSAL ENGINEERING SCIENCES	0431-453 FERN BACON GYM HVAC INSPECTION	FACILITIES SUPPORT SERVICES	01	7,756.00
CS23-00485	UNIVERSAL ENGINEERING SCIENCES	0420-453 ROSA PARKS HVAC SPECIAL TESTING	FACILITIES SUPPORT SERVICES	01	9,701.00
CS23-00486	BORRELLI AND ASSOCIATES, INC.	0163-464 JCABRILLO TELECENTER ENGINEERING SVC	FACILITIES SUPPORT SERVICES	21	29,400.00
CS23-00487	INNOVATIVE CONSTRUCTION SERVICES INC	0327-401 SEQUOIA RESTROOM PROJECT MANAGER	FACILITIES SUPPORT SERVICES	21	50,150.00
CS23-00488	INNOVATIVE CONSTRUCTION SERVICES INC	0363-409 THEO JUDAH PLAYGROUND PROJECT CONSULTANT	FACILITIES SUPPORT SERVICES	21	70,875.00
CS23-00489	JUST US UNITED	CONFLICT MEDIATION/COMMUNITY ENGAGEMENT	SAFE SCHOOLS OFFICE	01	25,000.00
CS23-00490	EARTH MAMA HEALING INC	GIRLS LEADERSHIP PROGRAM	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,000.00
CS23-00491	WARREN CONSULTING ENGINEERS	0540-465 ROSEMONT SECURITY TOPOGRAPHIC SURVEY	FACILITIES SUPPORT SERVICES	21	19,687.50
CS23-00492	MOORE RECREATION CONSULT INC.	Recreational Therapy Assessment	SPECIAL EDUCATION DEPARTMENT	01	1,800.00
CS23-00493	GAMETRUCK SACRAMENTO	Bancroft Game Truck Rental 1st Round	ENROLLMENT CENTER	01	425.00
CS23-00494	MEDIATION OFFICE OF KIMBERLY S CHULIST LLC	ADR Services	SPECIAL EDUCATION DEPARTMENT	01	24,500.00

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ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
N23-00045	MOUNTAIN VALLEY CHILD & FAMILY SERVICES	RESIDENTIAL PLACEMENT	SPECIAL EDUCATION DEPARTMENT	01	478,938.50
N23-00050	ATX LEARNING LLC	NONPUBLIC AGENCY (SPED TEACHER)	SPECIAL EDUCATION DEPARTMENT	01	104,000.00
P23-01025	SCUSD - US BANK CAL CARD	LAW- Alcatraz Field trip admission	HIRAM W. JOHNSON HIGH SCHOOL	01	3,307.20
P23-01997	SCUSD - US BANK CAL CARD	B STREET THEATRE	BG CHACON ACADEMY	09	754.00
P23-02572	MARVIN NAKAMOTO	WOMEN'S BASKETBALL-REIMBURSE	JOHN F. KENNEDY HIGH SCHOOL	01	811.33
P23-02573	BARCODES LLC	K-12 Social Studies Adoption Barcodes	LIBRARY/TEXTBOOK SERVICES	01	6,164.39
P23-02574	FOLLETT SCHOOL SOLUTIONS	MLK Library order 2023	LIBRARY/TEXTBOOK SERVICES	01	270.18
P23-02575	FEIFEI XIE	REIMB FOR INSTRUCTIONAL MTLs - MS. XIE	WILLIAM LAND ELEMENTARY	01	465.18
P23-02576	KOMBAT SOCCER INC	SOCCER UNIFORMS - TREAT AS CONFIRMING	WEST CAMPUS	01	2,511.40
P23-02577	AMAZON CAPITAL SERVICES	TK teacher supplies	PARKWAY ELEMENTARY SCHOOL	01	97.79
P23-02578	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	BASEBALL GAME 03/17/23	JOHN F. KENNEDY HIGH SCHOOL	01	1,204.20
P23-02579	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM - SPRAY LINE 226	SPECIAL EDUCATION DEPARTMENT	01	62.60
P23-02580	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS- SPED	HIRAM W. JOHNSON HIGH SCHOOL	01	85.16
P23-02581	AMAZON CAPITAL SERVICES	HEADPHONES FOR 6TH GRADE CLASS	WASHINGTON ELEMENTARY SCHOOL	01	315.36
P23-02582	AMAZON CAPITAL SERVICES	SCIENCE CLASSROOM MATERIALS - PARENT DONATIONS	C. K. McCLATCHY HIGH SCHOOL	01	246.51
P23-02583	BEST ENVIRONMENTAL SERVICES	SOURCE TEST WORK TO BE PREFORMED	FACILITIES MAINTENANCE	01	4,850.00
P23-02584	BOOKS EN MORE	PRIMARY GRADE LEVEL NOVELS-1ST GRADE	CAMELLIA BASIC ELEMENTARY	01	964.57
P23-02585	BOOKS EN MORE	PRIMARY GRADE LEVEL NOVELS-KINDERGARTEN	CAMELLIA BASIC ELEMENTARY	01	1,489.92
P23-02586	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	BUS FOR SWIM MEET	ROSEMONT HIGH SCHOOL	01	952.56
P23-02587	BOOKS EN MORE	PRIMARY GRADE LEVEL NOVELS-2ND GRADE	CAMELLIA BASIC ELEMENTARY	01	651.14
P23-02588	UNIVERSAL ATHLETIC LLC	NET FOR TRACK AND FIELD	LUTHER BURBANK HIGH SCHOOL	01	1,719.57
P23-02589	FISHER SCIENTIFIC CO	CLASSROOM INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	135.97
P23-02590	RUSSELL BURCH dba U PAY WE TRAVEL	INVOICE 1639 BASKETBALL FEE	JOHN H. STILL - K-8	01	255.00
P23-02591	WARDS NATURAL SCIENCE ESTABLISHMENT INC	BIOLOGY LAB MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	2,369.70

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ESCAPE ONLINE

Page 4 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02592	ODP BUSINESS SOLUTIONS LLC	CLARKE OFFICE DEPOT ORDER	AMERICAN LEGION HIGH SCHOOL	01	394.32
P23-02593	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR ASB CLASS OFFICE DEPOT	JOHN F. KENNEDY HIGH SCHOOL	01	310.57
P23-02594	ODP BUSINESS SOLUTIONS LLC	EMERGENCY CLASSROOM FOLDERS	JOHN F. KENNEDY HIGH SCHOOL	01	1,820.69
P23-02595	ODP BUSINESS SOLUTIONS LLC	PRINTERS FOR PRINCIPAL & OFC CLERKS CONFID	CALIFORNIA MIDDLE SCHOOL	01	465.44
P23-02596	ODP BUSINESS SOLUTIONS LLC	Printer upgrade for teachers	BG CHACON ACADEMY	09	560.28
P23-02597	UNIVERSAL ATHLETIC LLC	ATHLETICS- BASEBALL HATS GAME ON E	HIRAM W. JOHNSON HIGH SCHOOL	01	2,984.48
P23-02598	MICHAEL'S TRANSPORTATION	FIELD TRIP: LIBERTY TOWERS 30.30.23	YOUTH DEVELOPMENT	01	2,432.00
P23-02600	DELTA WIRELESS INC	Radios	PARKWAY ELEMENTARY SCHOOL	01	3,279.98
P23-02601	SCHOOL SPECIALTY	KINDER-SCHOOL SPECIALTY	BG CHACON ACADEMY	09	654.16
P23-02602	CAREERSAFE, LLC	CERTIFICATION OSHA-10 HOUR GEN. INDUSTRY-CACHO	CAREER & TECHNICAL PREPARATION	01	3,200.00
P23-02603	STATE OF CALIFORNIA BOARD OF REGISTERED NURSING	MUSSER CE PROV APPL BOARD OF REG NURSING	HEALTH SERVICES	01	750.00
P23-02604	CDW GOVERNMENT	REPLACEMENT COMPUTER FOR OM	FATHER K.B. KENNY - K-8	01	1,098.59
P23-02605	CDW GOVERNMENT	LENOVO THINKPAD X1 TABLET LAPTOP FOR INSTRUCTION	WILLIAM LAND ELEMENTARY	01	1,651.10
P23-02606	CDW GOVERNMENT	DOCUMENT CAMERA FOR CLASSROOMS	O. W. ERLEWINE ELEMENTARY	01	761.25
P23-02607	RUSSELL BURCH dba U PAY WE TRAVEL	**TREAT AS CONFIRMING** SOCCER FEES	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,687.50
P23-02608	CURTIS ROBERTS INSPECTIONS	LEAD WATER TESTING - Abe. Lincoln PRESCHOOL	EARLY LEARNING & CARE PROGRAMS	12	860.00
P23-02609	ZANER-BLOSER INC	Building Fact Fluency-Multiplication	BG CHACON ACADEMY	09	1,387.10
P23-02610	SCHOLASTIC INC	ATTN CHRISTINA R. - SCHOLASTIC BOOK ORDER	EARLY LEARNING & CARE PROGRAMS	12	12,341.82
P23-02611	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	SEQUOIA ELEMENTARY SCHOOL	01	3,197.48
P23-02612	BULK BOOKSTORE	EXTRA CLASS SETS OF ELA NOVEL	C. K. McCLATCHY HIGH SCHOOL	01	1,277.76
P23-02613	RECREATE	SC WASTE REDUCTION EDUCATION	ISADOR COHEN ELEMENTARY SCHOOL	01	350.00
P23-02614	ACCREDITING COMMISSION FOR SCHOOLS, WASC	WASC MEMBERSHIP FEES	NEW TECH	01	1,130.00
P23-02615	AMAZON CAPITAL SERVICES	PA SYSTEM HOOK UPS	OAK RIDGE ELEMENTARY SCHOOL	01	28.42

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ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount	
P23-02616	AMAZON CAPITAL SERVICES	FILE CABINET AND WHITEBOARD FOR PRINCIPAL'S OFFICE	MARTIN L. KING JR ELEMENTARY	01	129.22	
P23-02617	AMAZON CAPITAL SERVICES	ICE MAKER FOR STUDENTS DURING RECESS/INJURIES)	MARTIN L. KING JR ELEMENTARY	01	239.22	
P23-02618	JOSTENS INC	DIPLOMA COVERS - TREAT AS CONFIRMING	WEST CAMPUS	01	1,313.37	
P23-02619	DOUGLAS P NEILL	HMS VERBAL TO VISUAL SUBSCRIPTIONS	HIRAM W. JOHNSON HIGH SCHOOL	01	849.00	
P23-02620	EPIC SPORTS	ATHLETICS-FOOTBALL PRACTICE UNIFORMS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,834.16	
P23-02621	CDW GOVERNMENT	CB WIRE NETWORK FOR NICHOLAS INTERIM HOUSING	FACILITIES SUPPORT SERVICES	21	154,920.47	
P23-02622	COMMUNICATIONS TECHNOLOGIES IN C	SAFE SCHOOLS EQUIPMENT - TIPS CONTRACT #220105	SAFE SCHOOLS OFFICE	01	21,093.13	
P23-02623	SCUSD - US BANK CAL CARD	CALCARD - BOB LYONS, CIO EXPENSES - MAR 2023	TECHNOLOGY SERVICES	01	70.14	
P23-02624	SCHOLASTIC INC	SCHOLASTIC MAGA ZINES	SAM BRANNAN MIDDLE SCHOOL	01	365.37	
P23-02625	AMAZON CAPITAL SERVICES	SUPL MATERIALS TO ENHANCE DRAMA/PRODUCTION CLASS	LUTHER BURBANK HIGH SCHOOL	01	2,263.49	
P23-02626	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALAS FOR YOUTH CONFERENCE (CN)	STUDENT SUPPORT&HEALTH SRVCS	01	1,312.24	
P23-02627	CHARTER AMERICA BUS CO	THANDI ENTERPRISES INC	TRANSP VOLLEYBALL (B) TO Foothills HS	WEST CAMPUS	01	953.45
P23-02628	AMAZON CAPITAL SERVICES	PRIMARY GRADE LEVEL NOVELS-KINDERGARTEN SPED	CAMELLIA BASIC ELEMENTARY	01	423.92	
P23-02629	AMAZON CAPITAL SERVICES	SP ED RESOURCE - MR MCCLATCHY J5	LUTHER BURBANK HIGH SCHOOL	01	536.02	
P23-02630	SCHOOL SPECIALTY	CLASSROM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	424.95	
P23-02631	THE HOME DEPOT PRO	CHILD DEV CUSTODIAL SUPPLIES - FOR JILL HERNANDEZ	WOODBINE ELEMENTARY SCHOOL	12	300.33	
P23-02632	THE HOME DEPOT PRO	FLOOR MATS FOR DOORWAYS	ALBERT EINSTEIN MIDDLE SCHOOL	01	133.50	
P23-02633	THE HOME DEPOT PRO	STUDENT GROVENMENT SUPLLIES	JOHN F. KENNEDY HIGH SCHOOL	01	301.67	
P23-02634	SCHOOL SPECIALTY	PURCHASING INCENTIVES FOR STUDENTS	ISADOR COHEN ELEMENTARY SCHOOL	01	83.13	
P23-02636	FOLLETT SCHOOL SOLUTIONS	Sam Brannan novel sets order	LIBRARY/TEXTBOOK SERVICES	01	2,011.88	
P23-02637	ODP BUSINESS SOLUTIONS LLC	ROLLING WHITEBOARD FOR LIBRARY	C. K. MCCLATCHY HIGH SCHOOL	01	407.55	
P23-02638	ODP BUSINESS SOLUTIONS LLC	STUDENT GOVERNMENT SUPPLES	JOHN F. KENNEDY HIGH SCHOOL	01	2,093.73	

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ESCAPE ONLINE

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P23-02639	CDW GOVERNMENT	CLASSROOM PRINTERS TO ASSIST WITH EL STUDENTS	O. W. ERLEWINE ELEMENTARY	01	1,451.79
P23-02640	CDW GOVERNMENT	SPED MEETING MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	59.51
P23-02641	CDW GOVERNMENT	HP COLOR-LASERJET PRINTER FOR CK	NUTRITION SERVICES DEPARTMENT	13	2,723.28
P23-02642	SCHOLASTIC BOOK CLUBS INC	SCHOLASTIC - CONFIRMING	PONY EXPRESS ELEMENTARY SCHOOL	01	1,362.21
P23-02643	SUCCESS BY DESIGN INC	STUDENT PLANNERS	O. W. ERLEWINE ELEMENTARY	01	617.70
P23-02644	PAR INC	PSYCHOLOGIST TEST KIT - LINE 225 WILLIAMS	SPECIAL EDUCATION DEPARTMENT	01	205.43
P23-02645	AURORA ENVIRONMENTAL SERVICES	AURORA BIENNIAL AHERA INSPECTION	RISK MANAGEMENT	01	7,124.11
P23-02646	SCUSD - US BANK CAL CARD	CAL CARD FEBRUARY 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	1,344.34
P23-02647	Gaumard Scientific	NURSING PROGRAM_NOELLE MANNEQUINN_REPAIRS	CHARLES A. JONES CAREER & ED	11	2,186.62
P23-02648	CAL DEPT OF SOCIAL SERVICES	ABRAHAM LINCOLN LICENSING FEE 2023	EARLY LEARNING & CARE PROGRAMS	12	500.00
P23-02649	BLICK ART MATERIALS LLC	ART INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	765.46
P23-02650	RUSSELL BURCH dba U PAY WE TRA VEL	MIDDLE SCHOOL SOCCER LEAGUE FEES	GENEVIEVE DIDION ELEMENTARY	01	1,687.50
P23-02651	GWENDOLYN GILES dba DOG PARTY PUBLISHING	JOHN CABRILLO ELEMENTARY COMMUNITY FAIR PERFORMANC	COMMUNICATIONS OFFICE	01	500.00
P23-02652	COOLE SCHOOL INC	STUDENT PLANNER	CALIFORNIA MIDDLE SCHOOL	01	4,522.00
P23-02653	POCKET NURSE	PHARM PROGRAM-INSTRUCTIONAL SUPPLIES	CHARLES A. JONES CAREER & ED	11	1,278.87
P23-02654	KANTER & ROMO IMMIGRATION LAW OFFICE	LEGAL FEES-NONIMMIGRANT VISA	HUMAN RESOURCE SERVICES	01	6,810.00
P23-02655	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	330.58
P23-02656	4 IMPRINT	CROSSLAND SOFT SHELL JACKETS	COMMUNICATIONS OFFICE	01	346.32
P23-02657	AMAZON CAPITAL SERVICES	SPED MEETING MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	172.18
P23-02658	ROYALE MGMT GROUP LLC	BMX SHOW W/ POWERFUL POSITIVE MESSAGE	O. W. ERLEWINE ELEMENTARY	01	697.00
P23-02659	ENABLING DEVICES	AT MATERIALS - A.M. @ RUTTER MS (LINE 233)	SPECIAL EDUCATION DEPARTMENT	01	222.69
P23-02660	MELANIE ZARBACK	REIMBURSEMENT FOR WALDORF KINDER TEACHING SUPPLIES	A. M. WINN - K-8	01	311.91
P23-02661	UNIVERSAL LIMOUSINE CO	SOFTBALL GAME	JOHN F. KENNEDY HIGH SCHOOL	01	1,000.00

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ESCAPE ONLINE

Page 7 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02662	AMAZON CAPITAL SERVICES	PBIS INCENTIVES	FATHER K.B. KENNY - K-8	01	6,590.45
P23-02663	ODP BUSINESS SOLUTIONS LLC	room 23 chair	MARK TWAIN ELEMENTARY SCHOOL	01	129.99
P23-02664	AMAZON CAPITAL SERVICES INC	price box	MARK TWAIN ELEMENTARY SCHOOL	01	143.55
P23-02665	THE HOME DEPOT PRO	AFTERSCHOOL CUSTODIAL SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	1,008.66
P23-02666	DISCOUNT SCHOOL SUPPLY	E.WARREN ATTN: SUZIE SARABA	EARLY LEARNING & CARE PROGRAMS	12	917.90
P23-02667	DISCOUNT SCHOOL SUPPLY	Classroom Supplies Parkway Preschool - Rm P2	EARLY LEARNING & CARE PROGRAMS	12	1,480.72
P23-02668	BECKER'S SCHOOL SUPPLIES	HJ PRESCHOOL RM B1 ATTN: DOME	EARLY LEARNING & CARE PROGRAMS	12	1,098.60
P23-02669	THE HOME DEPOT PRO	GOVERNMENT CLASS SUPPLIES	JOHN F. KENNEDY HIGH SCHOOL	01	1,781.11
P23-02670	CDW GOVERNMENT	COMPUTER ORDER FOR NEW MANAGERS	DEPUTY SUPERINTENDENT	01	5,313.46
P23-02671	SCUSD - US BANK CAL CARD	FIELD TRIP 2ND, 3RD, 3/4 SPLIT CLASSES	FATHER K.B. KENNY - K-8	01	493.21
P23-02672	UNITED CAMPS CONF & RETREATS	6TH GR FLDTRP TO CAMP SEA LAB FOR 22/23	WASHINGTON ELEMENTARY SCHOOL	01	17,875.00
P23-02673	LUX BUS AMERICA CO	22-23 6TH GRADE SCIENCE TRIP TRANSPORTATION	WASHINGTON ELEMENTARY SCHOOL	01	5,663.07
P23-02674	CDW GOVERNMENT	STUDENT CHROME BOOKS	SEQUOIA ELEMENTARY SCHOOL	01	17,029.27
P23-02675	CDW GOVERNMENT	HP ProBook 440 G9 Notebook	STRATEGY & CONTINUOUS IMPRVMENT	01	1,242.53
P23-02676	CDW GOVERNMENT	AT ORDER - LINE 217 WATTENBERG	SPECIAL EDUCATION DEPARTMENT	01	10,617.48
P23-02677	PRECISION COMMUNICATIONS INC	0363-409 THEO JUDAH CCTV/SECURITY	FACILITIES SUPPORT SERVICES	21	20,955.86
P23-02678	PRECISION COMMUNICATIONS INC	0037-465 CWENZEL SECURITY CCTV	FACILITIES SUPPORT SERVICES	21	14,783.86
P23-02679	PERKINS ELECTRIC INC	0505-465 GWCAVER SECURITY FURNISH & INSTALL	FACILITIES SUPPORT SERVICES	21	32,700.00
P23-02680	PERKINS ELECTRIC INC	0242-465 MATSUYAMA SECURITY FURNISH/INSTALL	FACILITIES SUPPORT SERVICES	21	18,700.00
P23-02681	PORTER CORP	0029-401 BRET HARTE PLYGRND SHADE STRUCTURE	FACILITIES SUPPORT SERVICES	21	114,732.07
P23-02682	GULFSIDE SUPPLY INC dba GULFEA GLE SUPPLY	ROOF REPAIR @ CP HUNTINGTON CHILDRENS CENTER	FACILITIES MAINTENANCE	01	7,235.84
P23-02683	WEST COAST ARBORISTS INC	STUMP REMOVAL @ GOLDEN EMPIRE	FACILITIES MAINTENANCE	01	2,280.00
P23-02684	WEST COAST ARBORISTS INC	STUMP REMOVAL @ SUTTER	FACILITIES MAINTENANCE	01	2,850.00
P23-02685	MSI MECHANICAL SYS	3 DUCTLESS MINI SPLITS @ MCCLASKEY ROOMS 4 & 5	FACILITIES MAINTENANCE	01	19,720.00

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ESCAPE ONLINE

Page 8 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02689	LAKESHORE LEARNING MATERIALS	GOLDEN EMPIRE PRESCHOOL ATTN: MARIA AVETISOV	EARLY LEARNING & CARE PROGRAMS	12	825.47
P23-02690	LAKESHORE LEARNING MATERIALS	JAMES MARSHALL PRESCHOOL ATTN:Roxane Sjolund	EARLY LEARNING & CARE PROGRAMS	12	825.47
P23-02691	GBC GENERAL BINDING CORP	Laminator	EARL WARREN ELEMENTARY SCHOOL	01	2,201.36
P23-02692	SCHOOL SPECIALTY	ASES Equipment-Pt.1	BG CHACON ACADEMY	09	3,550.62
P23-02693	TROXELL COMMUNICATIONS INC	HEADPHONES	BOWLING GREEN ELEMENTARY	09	6,696.66
P23-02694	ODP BUSINESS SOLUTIONS LLC	STANDIING DESK FOR CLASSROOM-B. DAVIS	C. K. McCLATCHY HIGH SCHOOL	01	312.10
P23-02695	ZOHO CORPORATION	MANAGE ENGINE OPMANAGER ENTERPRISE RENEWAL 23-24	TECHNOLOGY SERVICES	01	7,906.50
P23-02696	NATUREBRIDGE	FINAL PAYMENT FOR 6TH GRADE SCIENCE CAMP	ALICE BIRNEY WALDORF - K-8	01	5,267.00
P23-02697	SIERRA NEVADA JOURNEYS	5th Grade Field Trip-Hands In the River	BG CHACON ACADEMY	09	530.00
P23-02698	SCUSD - US BANK CAL CARD	ALCATRAZ TICKETS FOR LPPA FIELD TRIP 5/10	C. K. McCLATCHY HIGH SCHOOL	01	1,038.00
P23-02699	UNIVERSAL LIMOUSINE CO	2nd Grade-Universal Limousine	BG CHACON ACADEMY	09	1,012.50
P23-02700	ALL WEST COACHLINES	INV 79210, 79238, 79290, 79293	ROSEMONT HIGH SCHOOL	01	5,144.30
P23-02701	KHANNA ENTERPRISES II LP DBA: WYNDHAM SACRAMENTO	Attitude Explosion Conference 5-6-23	FOSTER YOUTH SERVICES PROGRAM	01	2,383.44
P23-02702	AMAZON CAPITAL SERVICES	Firetect Flame Retardant	THE MET	09	68.68
P23-02703	UNIVERSAL ATHLETIC LLC	TREAT-AS-CONFIRMING - GIRLS BBALL UNIFORMS	C. K. McCLATCHY HIGH SCHOOL	01	637.49
P23-02704	AMAZON CAPITAL SERVICES	DIAPERS FOR M.RUSHTON PETERSON - HJ CC RM B2	EARLY LEARNING & CARE PROGRAMS	12	45.94
P23-02705	KOMBAT INK	PT UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	2,132.80
P23-02706	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	MIRCOSCOPES FOR SCIENCE LABS	C. K. McCLATCHY HIGH SCHOOL	01	6,457.72
P23-02707	AMAZON CAPITAL SERVICES	ATTN CHRISTINA ROSELI PACKING- MOVING PLASTIC	EARLY LEARNING & CARE PROGRAMS	12	58.49
P23-02708	AMAZON CAPITAL SERVICES	Denise Auzenne /ELC Deptment	EARLY LEARNING & CARE PROGRAMS	12	96.07
P23-02709	SUPER DUPER INC	SPEECH DIGITAL LIBRARY ANNUAL SUBSCRIPTION	SPECIAL EDUCATION DEPARTMENT	01	13,595.75
P23-02710	AMAZON CAPITAL SERVICES	ATTN DENISE AUZENNE - SNACKS FOR PL MTGS	EARLY LEARNING & CARE PROGRAMS	12	70.21
P23-02711	FOLLETT CONTENT SOLUTIONS LLC	Earl Warren Library Bks 3/2023 # 11194964	LIBRARY/TEXTBOOK SERVICES	01	4,207.72
P23-02712	FOLLETT CONTENT SOLUTIONS LLC	Earl Warren Class Novel Sets (4,5,6, SDC)	LIBRARY/TEXTBOOK SERVICES	01	1,233.27

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ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02713	AMAZON CAPITAL SERVICES	STUDENT STORE - PT 1	EDWARD KEMBLE ELEMENTARY	01	1,383.16
P23-02714	BECKER'S SCHOOL SUPPLIES	WOODBINE PRESCHOOLERS ATTN: JILL HERNANDEZ, RM 23	EARLY LEARNING & CARE PROGRAMS	12	102.70
P23-02715	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	159.39
P23-02716	AMAZON CAPITAL SERVICES	INTERMEDIATE GRADE LEVEL NOVELS-5TH GRADE	CAMELLIA BASIC ELEMENTARY	01	174.30
P23-02717	AMAZON CAPITAL SERVICES	COMPOSITION BOOKS FOR STUDENTS	SUTTER MIDDLE SCHOOL	01	156.56
P23-02718	CHAMBER THEATRE PRODUCTION INC	CHAMBER THEATRE SUBSCRIPTION	AMERICAN LEGION HIGH SCHOOL	01	516.56
P23-02719	AMAZON CAPITAL SERVICES	STUDENT STORE - PT 2	EDWARD KEMBLE ELEMENTARY	01	2,725.08
P23-02720	BOSTOCK, GREGORY	REIMBURSE SCIENCE CLASS SUPPLIES	CALIFORNIA MIDDLE SCHOOL	01	698.15
P23-02721	SCUSD - US BANK CAL CARD	CAL CARD JANUARY 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	1,033.84
P23-02722	SENTINEL FIRE EQUIPMENT CO	SEMI-ANNUAL ANSUL SERVICE	CHARLES A. JONES CAREER & ED	11	135.00
P23-02723	THE HOME DEPOT PRO	SPRAY LINE PAINT EAST CAMPUS	JOHN H. STILL - K-8	01	141.85
P23-02724	SCHOOL SPECIALTY	SCIENTIFIC CALC & COMPAS FOR MATH STUDENTS	CALIFORNIA MIDDLE SCHOOL	01	322.30
P23-02725	AZTEC SOFTWARE ASSOCIATES INC	AZTEC SOFTWARE - ABE/HSE	CHARLES A. JONES CAREER & ED	11	11,850.00
P23-02726	DELTA WIRELESS INC	REPLACEMENT BATTERIES FOR WALKIE-TALKIES	C. K. McCLATCHY HIGH SCHOOL	01	388.24
P23-02727	CDW GOVERNMENT	HP COMPUTERS, PRINTER (Monica M. Homeless Svs.)	STUDENT SUPPORT&HEALTH SRVCS	01	455.63
P23-02728	LEARNING ALLY, INC	LEARNING ALLY, INC	CRISTO REY	01	909.30
P23-02729	SARAH SCHEELINE	IPAD & IPAD CASE	H.W. HARKNESS ELEMENTARY	01	508.55
P23-02730	PAR INC	PSYCHOLOGIST PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	32,518.15
P23-02731	CDW GOVERNMENT	CDW DESK TOPS & MONITORS FOR EE	HUMAN RESOURCE SERVICES	01	38,022.38
P23-02732	CDW GOVERNMENT	TEACHER PRINTERS, HP LASERJET PRO M255DW	GENEVIEVE DIDION ELEMENTARY	01	2,653.23
P23-02733	APPLE INC	LOW INCIDENCE - AT/VI MULTIPLE STUDENTS (LINE 219)	SPECIAL EDUCATION DEPARTMENT	01	14,524.21
P23-02734	CDW GOVERNMENT	Classroom projectors	GENEVIEVE DIDION ELEMENTARY	01	2,963.44
P23-02735	CDW GOVERNMENT	HP LAPTOPS FOR NEW STAFF	ACCOUNTING SERVICES DEPARTMENT	01	3,328.64
P23-02736	LAKESHORE LEARNING MATERIALS	ATTN CHRISTINA R. - LAKESHORE BACKPACK ORDER	EARLY LEARNING & CARE PROGRAMS	12	21,671.40

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ESCAPE ONLINE

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02737	MARKERBOARD PEOPLE	WHITEBOARD FOR ACCOUNTING DIRECTOR'S OFFICE	ACCOUNTING SERVICES DEPARTMENT	01	859.08
P23-02738	AAA GARMENTS & LETTERING INC	TRACK UNIFORMS	WEST CAMPUS	01	6,851.25
P23-02740	SCHOOL INFO APP LLC	SCHOOL INFO APP SUBSCRIPTION 2023-2024	MARTIN L. KING JR ELEMENTARY	01	3,000.00
P23-02741	CDW GOVERNMENT	PRINTERS FOR SITE	MATSUYAMA ELEMENTARY SCHOOL	01	2,162.22
P23-02742	FOLLETT CONTENT SOLUTIONS LLC	ComputerTech Library Improvement (SP)) #11191577	LIBRARY/TEXTBOOK SERVICES	01	3,037.50
P23-02743	SCHOOL SPECIALTY	WEIGHTED VESTS FOR PRESCHOOL SPED STUDENTS	PONY EXPRESS ELEMENTARY SCHOOL	01	510.45
P23-02744	FOLLETT CONTENT SOLUTIONS LLC	C. Wenzel Computer Tech Lib Improvement 3/23	LIBRARY/TEXTBOOK SERVICES	01	4,879.78
P23-02745	JM ENVIRONMENTAL INC	EMERGENCY SEWER WASTE REMOVAL-CKM BOILER RM	FACILITIES MAINTENANCE	01	59,021.00
P23-02746	JM ENVIRONMENTAL INC	EMERGENCY SEWER WASTE REMOVAL-CKM BASEMENT	FACILITIES MAINTENANCE	01	92,698.00
P23-02747	AMAZON CAPITAL SERVICES	ASB Fundraiser order	ELDER CREEK ELEMENTARY SCHOOL	01	347.79
P23-02748	CDW GOVERNMENT	CLASSROOM TEACHING TOOLS/DOC CAMS	HUBERT H BANCROFT ELEMENTARY	01	1,141.88
P23-02749	SCOE FINANCIAL SERVICES	SLY PARK DEPOSIT	JAMES W MARSHALL ELEMENTARY	01	1,400.00
P23-02750	ODP BUSINESS SOLUTIONS LLC	CLASSROOM DESK FOR TEACHER ROOMH5 MR MUTH	LUTHER BURBANK HIGH SCHOOL	01	790.45
P23-02751	WA KRAPF INC MAGNATAG VISIBLE SYSTEMS	COURSE SCHEDULE BOARD, PRINCIPAL USE	CALIFORNIA MIDDLE SCHOOL	01	1,682.11
P23-02752	MACKIN EDUCATIONAL RESOURCES	LIBRARY/CLASSROOM BOOKS FOR SUPP. INST./EL BOOKS	O. W. ERLEWINE ELEMENTARY	01	14,913.00
P23-02753	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	Student Planners to support students	GENEVIEVE DIDION ELEMENTARY	01	1,104.11
P23-02754	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR TEACHER CLASSROOM SUPPLY CLOSET	EARLY LEARNING & CARE PROGRAMS	12	368.06
P23-02755	BOOKS EN MORE	EL READING RESOURCE	LUTHER BURBANK HIGH SCHOOL	01	349.55
P23-02756	WESTERN PSYCHOLOGICAL SERVICES	PSYCHOLOGISTS ADOS-2 SOFTWARE (LINE 223)	SPECIAL EDUCATION DEPARTMENT	01	3,200.31
P23-02757	IMAGINE LEARNING	Imagine Espanol	BG CHACON ACADEMY	09	15,500.00
P23-02758	AMAZON CAPITAL SERVICES	CLASSROOM TRASH GRABBERS	WASHINGTON ELEMENTARY SCHOOL	01	179.40
P23-02759	AMAZON CAPITAL SERVICES	PRESCHOOL HJ B2 ATTN: SUZIE VANG	EARLY LEARNING & CARE PROGRAMS	12	144.23
P23-02760	AMAZON CAPITAL SERVICES	Playground Balls	EARL WARREN ELEMENTARY SCHOOL	01	211.70

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ESCAPE ONLINE

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PO Number	Vendor Name	Description	Location	Fund	Account Amount	
P23-02761	AMAZON CAPITAL SERVICES	ATHLETIC SUPPLIES/MATERIALS FOR STUDENTS	ROSA PARKS MIDDLE SCHOOL	01	214.08	
P23-02762	AMAZON CAPITAL SERVICES	RECRUITMENT EVENTS ITEMS	HUMAN RESOURCE SERVICES	01	217.44	
P23-02763	AMAZON CAPITAL SERVICES	HEADPHONES	CESAR CHAVEZ INTERMEDIATE	01	1,065.75	
P23-02764	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS-HOMELESS SERVICES	STUDENT SUPPORT&HEALTH SRVCS	01	5,856.41	
P23-02765	AMAZON CAPITAL SERVICES	STUDENT STORE - PT 3	EDWARD KEMBLE ELEMENTARY	01	2,269.54	
P23-02766	AMAZON CAPITAL SERVICES	AT ORDER (LINE 216-WATTENBERG)	SPECIAL EDUCATION DEPARTMENT	01	736.19	
P23-02767	AMAZON CAPITAL SERVICES	STUDENT STORE - PT 4	EDWARD KEMBLE ELEMENTARY	01	1,746.83	
P23-02768	AMAZON CAPITAL SERVICES	AMAZON MENTAL HEALTH GREEN RIBBONS ORDER	STUDENT SUPPORT&HEALTH SRVCS	01	2,110.76	
P23-02769	TROXELL COMMUNICATIONS INC	HEADSPHONES	BOWLING GREEN ELEMENTARY	09	11,238.33	
P23-02771	DEMCO INC	DEMCO LIB SHELVING FOR NEW LIB TECH COMP LAB	CAROLINE WENZEL ELEMENTARY	01	13,166.80	
P23-02772	GILCHRIST GOLF CARS, LLC	SECURITY GOLF CARTS	JOHN H. STILL - K-8	01	12,619.35	
P23-02774	PRINTWORKS INC	UNIFORMS FOR VOLLEYBALL TEAM	FERN BACON MIDDLE SCHOOL	01	525.65	
P23-02775	LUX BUS AMERICA CO	FLDTRIP TRANSP - 6TH GRADE SAC PHILHARMONIC ORCH	PETER BURNETT ELEMENTARY	01	1,380.88	
P23-02776	CHARTER AMERICA BUS CO	TRANSPORTATION FOR LSJ TO FED COURTHOUSE	LUTHER BURBANK HIGH SCHOOL	01	1,067.50	
P23-02777	THANDI ENTERPRISES INC	AMADOR STAGE LINES INC	SLY PARK CAMP TRANSPORTATION	PONY EXPRESS ELEMENTARY SCHOOL	01	2,148.48
P23-02778	MUSICIANS FRIEND	MUSIC SUPPLIES FOR STRINGS CLASS - YETI	A. M. WINN - K-8	01	1,604.11	
P23-02779	SCHOLASTIC	SCOLASTIC MAGAZINES FOR 2023-2024	MARTIN L. KING JR ELEMENTARY	01	2,753.95	
P23-02780	SACRAMENTO CHILDRENS MUSEUM	1ST GRADE CHILDERN'S MUSEUM PRESENTATION	PETER BURNETT ELEMENTARY	01	450.00	
P23-02781	PACKAGING SOLUTIONS	FEEDING FILM BELT AND KNIFE FOR VAI BAGGER	NUTRITION SERVICES DEPARTMENT	13	762.88	
P23-02782	EPIC SPORTS INC	PE CLASSROOM EQUIPMENT UPGRADE	SAM BRANNAN MIDDLE SCHOOL	01	371.53	
P23-02783	ALTA LANGUAGE SERVICES INC	ALTA LANGUAGE SVCS - INVOICE # IS625588	MULTILINGUAL EDUCATION DEPT.	01	528.00	
P23-02784	CURRICULUM ASSOCIATES LLC	IREADY	O. W. ERLEWINE ELEMENTARY	01	12,357.20	
P23-02785	LEXIA LEARNING SYSTEMS LLC	LEXIA CORE 5 SITE LICENSE	O. W. ERLEWINE ELEMENTARY	01	10,500.00	
P23-02786	STEWART SIGNS	StewartSigns (Marquee)	EARL WARREN ELEMENTARY SCHOOL	01	14,613.00	

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ESCAPE ONLINE

Page 12 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02787	SACRAMENTO COUNTY OFFICE OF EDUCATION	SLYPARK CAMP-PONY EXPRESS	PONY EXPRESS ELEMENTARY SCHOOL	01	12,895.00
P23-02788	CLOVIS UNIFIED SCHOOL DISTRICT	TREAT AS CONFIRMING - OUTDOOR OVERNIGHT TRIP	CESAR CHAVEZ INTERMEDIATE	01	18,382.00
P23-02789	CP PRINTING	DIRECT THERMAL LABELS FOR CK CHEF TOM LUCERO	NUTRITION SERVICES DEPARTMENT	13	697.14
P23-02790	B&H FOTO & ELECTRONICS CORP B&H PHOTO-VIDEO	CAMERAS FOR YEARBOOK CLASS	C. K. McCLATCHY HIGH SCHOOL	01	3,575.05
P23-02791	AMAZON CAPITAL SERVICES	ICE MAKER	CESAR CHAVEZ INTERMEDIATE	01	105.46
P23-02792	BAKE-BEST TRAYS LLC	PET FOOD TRAY CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	3,201.35
P23-02793	AMADOR STAGE LINES INC	FIELD TRIP TRANSPORTATION	HIRAM W. JOHNSON HIGH SCHOOL	01	1,187.23
P23-02794	SCUSD - US BANK CAL CARD	INSULATED LINERS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,717.95
P23-02795	CDW GOVERNMENT	HP PROBOOK 450 G9 NOTEBOOK	CAREER & TECHNICAL PREPARATION	01	3,429.84
P23-02796	CDW GOVERNMENT	KEYBOARD AND MOUSE SETS	NUTRITION SERVICES DEPARTMENT	13	160.52
P23-02797	TROXELL COMMUNICATIONS INC	INTERACTIVE BOARDS	ALBERT EINSTEIN MIDDLE SCHOOL	01	15,415.59
P23-02798	CDW GOVERNMENT	PURCHASE COMPUTERS FOR STUDENTS	CAROLINE WENZEL ELEMENTARY	01	43,935.51
P23-02799	CURRICULUM ASSOCIATES LLC	PURCHASE OF INSTRUCTIONAL MATERIALS	HOLLYWOOD PARK ELEMENTARY	01	45,700.00
P23-02800	IXL LEARNING INC	IXL INTRVNTION PRGRM MATH, ELA, SCIENCE, SOC STUD	WILL C. WOOD MIDDLE SCHOOL	01	13,100.00
P23-02801	PEAK TECHNOLOGIES INC	SERVICE MAINTENANCE FOR THE LM7 CHECK SEALER	ACCOUNTING SERVICES DEPARTMENT	01	2,219.40
P23-02802	STUDIES WEEKLY INC	ONLINE STUDENT CURRICULUM	HOLLYWOOD PARK ELEMENTARY	01	1,430.25
P23-02803	CDW GOVERNMENT	ERATE YR26 - SWITCHES	TECHNOLOGY SERVICES	21	8,793.94
P23-02804	SCHOOL SPECIALTY	INST MATERIALS FOR SP ED CLASS - CATHY STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	581.94
P23-02805	CDW GOVERNMENT	LAPTOPS FOR CLASSROOMS	C. K. McCLATCHY HIGH SCHOOL	01	17,000.78
P23-02806	KAHOOT! AS	PROGRAM FOR TEACHERS	ROSEMONT HIGH SCHOOL	01	108.00
P23-02807	NEWCASTLE SYSTEMS INC	MIDRANGE POWERED CART.POWER SWAP NUCLEUS	NUTRITION SERVICES DEPARTMENT	13	10,454.55
P23-02808	CDW GOVERNMENT	ERATE YR26 - UPS EQUIPMENT & INSTALL/CONFIGURATION	TECHNOLOGY SERVICES	21	18,728.01
P23-02809	CDW GOVERNMENT	REMEDY FORCE LICENSES	HUMAN RESOURCE SERVICES	01	7,009.14
P23-02810	CDW GOVERNMENT	PROOFPOINT EMAIL FRAUD DEFENSE 360 LIMITED	TECHNOLOGY SERVICES	21	39,950.00

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P23-02811	CDW GOVERNMENT	TRAINING LAPTOP	HIRAM W. JOHNSON HIGH SCHOOL	01	1,651.10
P23-02812	CDW GOVERNMENT	CHROMEBOOKS FOR STUDENTS-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	49,796.88
P23-02813	CURRICULUM ASSOCIATES LLC	I-READY SOFTWARE LICENSE FOR RDG & MATH	ABRAHAM LINCOLN ELEMENTARY	01	16,705.00
P23-02814	IXL LEARNING INC	IXL LEARNING SITE LICENSE	HEALTH PROFESSIONS HIGH SCHOOL	01	10,632.00
P23-02815	CDW GOVERNMENT	NEW DESKTOP FOR TEACHER - T.DOUGLAS	C. K. McCLATCHY HIGH SCHOOL	01	932.38
P23-02816	APPLE INC	IPADS AND APPLE PENCILS - MATH	C. K. McCLATCHY HIGH SCHOOL	01	6,605.01
P23-02817	SCHOOL SPECIALTY	CHAIR CADDY TO HOLD CHAIRS FOR FAMILY EVENTS	ABRAHAM LINCOLN ELEMENTARY	01	556.63
P23-02818	ODP BUSINESS SOLUTIONS LLC	DIGITAL TIME CLOCK FOR TARDIES	O. W. ERLEWINE ELEMENTARY	01	208.27
P23-02819	RJ COMMERCIAL FLOORING CO	HIRAM JOHNSON PRESCHOOL B1, B2 & Office 080819-TFU	EARLY LEARNING & CARE PROGRAMS	12	38,712.76
P23-02820	916 INK	916 Ink	HEALTH PROFESSIONS HIGH SCHOOL	01	5,000.00
P23-02821	APPLE INC	IPAD, PENCIL AND CASE FOR IPAD	ABRAHAM LINCOLN ELEMENTARY	01	1,026.90
P23-02822	RUMPLESTILTSKIN PRESS dba DRAM A NOTEBOOK	DRAMA NOTEBOOK SUBSCRIPT - DRAMA DEPT	KIT CARSON INTL ACADEMY	01	99.96
P23-02824	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	219.37
P23-02825	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	549.46
P23-02826	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	1,303.09
P23-02827	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	1,459.60
P23-02828	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	623.54
P23-02829	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	707.42
P23-02830	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	354.61
P23-02831	AMAZON CAPITAL SERVICES	STEM AND CODING MATERIALS FOR CHLOE STIDGER	JOHN F. KENNEDY HIGH SCHOOL	01	398.62

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ESCAPE ONLINE

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02832	AMAZON CAPITAL SERVICES	CLASSROOM PROJECTOR FOR 5TH GRD	A. M. WINN - K-8	01	255.50
P23-02833	AMAZON CAPITAL SERVICES	TECH ITEMS FOR RSP/IEP/504 ACCESS FOR STUDENTS	A. M. WINN - K-8	01	243.26
P23-02834	AMAZON CAPITAL SERVICES	CLASSROOM PROJECTOR FOR 4TH GRD	A. M. WINN - K-8	01	316.63
P23-02835	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS - HOMELESS SERVICES	STUDENT SUPPORT&HEALTH SRVCS	01	4,113.90
P23-02836	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS HOMELESS SERVICES	STUDENT SUPPORT&HEALTH SRVCS	01	2,597.79
P23-02837	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS - HOMELESS SERVICES	STUDENT SUPPORT&HEALTH SRVCS	01	2,771.66
P23-02838	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES)	STUDENT SUPPORT&HEALTH SRVCS	01	2,729.00
P23-02839	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS - HOMELESS SERVICES	STUDENT SUPPORT&HEALTH SRVCS	01	2,226.60
P23-02840	AMAZON CAPITAL SERVICES	AT ORDER (LINE 215-WATTENBERG)	SPECIAL EDUCATION DEPARTMENT	01	160.16
P23-02841	UNITED RENTALS N.A. INC	W CAMPUS- TEMP LIGHTING FOR FOOTBALL FIELDS	FACILITIES MAINTENANCE	01	42,955.38
P23-02842	GEARY PACIFIC CORP	REPLACEMENT OF HVAC UNIT FOR JAMES MARSHALL	FACILITIES MAINTENANCE	01	12,027.05
P23-02843	SASE COMPANY LLC	CONCRETE GRINDER FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	8,269.44
P23-02844	ONE STOP TRUCK SHOP	WINCHES FOR NEW F250 TRUCK #1	FACILITIES MAINTENANCE	01	5,257.95
P23-02845	ONE STOP TRUCK SHOP	WINCHES FOR NEW F250 TRUCK #2	FACILITIES MAINTENANCE	01	5,257.95
P23-02846	ONE STOP TRUCK SHOP	SHELVING & STORAGE UNIT FOR VEHICLE #G2 22	FACILITIES MAINTENANCE	01	8,275.76
P23-02847	ONE STOP TRUCK SHOP	SHELVING & STORAGE UNIT FOR VEHICLE #G2 44	FACILITIES MAINTENANCE	01	8,275.76
P23-02848	DFS FLOORING LP	GYM WALK OFF MATS - WEST CAMPUS	FACILITIES MAINTENANCE	01	14,652.22
P23-02849	GABRIEL F GARCIA	REPAIR PAINT SHOP VAN #202	FACILITIES MAINTENANCE	01	3,190.16
P23-02850	BCI BURKE CO LLC	SLIDE REPLACEMENT @HOLLYWOOD PARK	FACILITIES MAINTENANCE	01	7,536.38
P23-02851	HEIECK SUPPLY	BLACK IRON PRESS KIT - PLUMBING SHOP TOOL	FACILITIES MAINTENANCE	01	2,672.78
P23-02852	THE SHADE CARE CO INC	0305-409 JMARSHALL ADMIN ROOF TREE REMOVAL	FACILITIES SUPPORT SERVICES	21	5,570.00
P23-02853	WIREMAN FENCE PRODUCTS	FRONT FENCE @ BOWLING GREEN McCOY	FACILITIES MAINTENANCE	01	5,829.02
P23-02854	HERC RENTALS INC	CONFIRMING TEMP LIGHTING FOR SPORT FIELDS	FACILITIES MAINTENANCE	01	31,903.44
P23-02855	GILCHRIST GOLF CARS, LLC	USED GOLF CART FOR CAMPUS USE	LUTHER BURBANK HIGH SCHOOL	01	8,494.46

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ESCAPE ONLINE

Page 15 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02856	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, ABE LINCOLN - RM D1	EARLY LEARNING & CARE PROGRAMS	12	450.68
P23-02857	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, PACIFIC PRESCHOOL - 18	EARLY LEARNING & CARE PROGRAMS	12	2,336.39
P23-02858	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, B.G. MCCOY PRESCHOOL - RM OH6	EARLY LEARNING & CARE PROGRAMS	12	1,797.70
P23-02859	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, ED. KEMBLE PRESCHOOL - RM P2	EARLY LEARNING & CARE PROGRAMS	12	1,161.90
P23-02860	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, MLK JR PRESCHOOL - RM 12	EARLY LEARNING & CARE PROGRAMS	12	973.94
P23-02861	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, LEATAATA PRESCHOOL - RM 1	EARLY LEARNING & CARE PROGRAMS	12	774.97
P23-02862	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, OAK RIDGE PRESCHOOL - RM 1	EARLY LEARNING & CARE PROGRAMS	12	586.41
P23-02863	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, ETHEL BAKER PRESCHOOL - RM 29	EARLY LEARNING & CARE PROGRAMS	12	735.06
P23-02864	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES, J. BIDWELL PRESCHOOL - RM 22	EARLY LEARNING & CARE PROGRAMS	12	424.54
P23-02865	ODP BUSINESS SOLUTIONS LLC	CAREERS WITH CHILDREN SPRING PURCHASE 2 22-23	AMERICAN LEGION HIGH SCHOOL	01	231.20
P23-02866	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	1,435.09
P23-02867	ODP BUSINESS SOLUTIONS LLC	CLASSROOM MATERIALS	HOLLYWOOD PARK ELEMENTARY	01	791.04
P23-02868	ODP BUSINESS SOLUTIONS LLC	SUPPLIES FOR SPECIAL ED CLASSROOM - J. JUTOVSKI	WILL C. WOOD MIDDLE SCHOOL	01	193.59
P23-02869	NSAV SOLUTIONS	REPLACEMENT PROJECTOR BULBS	FATHER K.B. KENNY - K-8	01	440.44
P23-02871	BOOKS EN MORE	BOOKS FOR ENGLISH DEPT	ENGINEERING AND SCIENCES HS	01	332.34
P23-02872	BOOKS EN MORE	ELD READING RESOURCE - COEY E10	LUTHER BURBANK HIGH SCHOOL	01	479.14
P23-02873	BOOKS EN MORE	Staff Development Books	HIRAM W. JOHNSON HIGH SCHOOL	01	1,083.24
P23-02874	BOOKS EN MORE	2ND GRADE LITERATURE CIRCLES	OAK RIDGE ELEMENTARY SCHOOL	01	480.12
P23-02875	BOOKS EN MORE	FIRST GRADE CLASSROOM BOOKS	OAK RIDGE ELEMENTARY SCHOOL	01	1,166.35
P23-02876	BOOKS EN MORE	READING RESOURCE - BLIA	LUTHER BURBANK HIGH SCHOOL	01	3,801.47
P23-02877	BOOKS EN MORE	4TH GRADE LIBRARY	OAK RIDGE ELEMENTARY SCHOOL	01	694.35
P23-02878	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES, CABRILLO PRESCHOOL - RM K	EARLY LEARNING & CARE PROGRAMS	12	1,992.14

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ESCAPE ONLINE

Page 16 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02879	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES, HJ PRESCHOOL WRAP - RM B1	EARLY LEARNING & CARE PROGRAMS	12	2,018.14
P23-02880	LAKESHORE LEARNING MATERIALS	CARPET, FTNR KB KENNY PRESCHOOL - RM L3	EARLY LEARNING & CARE PROGRAMS	12	597.04
P23-02881	LAKESHORE LEARNING MATERIALS	TABLES, WOODBINE PRESCHOOL - RM 23	EARLY LEARNING & CARE PROGRAMS	12	1,269.11
P23-02882	LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS, CABRILLO PRESCHOOL - RM K	EARLY LEARNING & CARE PROGRAMS	12	549.21
P23-02883	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES, B.G MCCOY PRESCHOOL - RM OH6	EARLY LEARNING & CARE PROGRAMS	12	1,430.88
P23-02884	LAKESHORE LEARNING MATERIALS	LAKESHORE SPED	JAMES W MARSHALL ELEMENTARY	01	238.45
P23-02885	LAKESHORE LEARNING MATERIALS	WASHINGTON PRESCHOOL ROOM P ATTN: MR. WILL	EARLY LEARNING & CARE PROGRAMS	12	1,257.15
P23-02886	LAKESHORE LEARNING MATERIALS	ELC DEPT. AT SERNA CENTER	EARLY LEARNING & CARE PROGRAMS	12	2,609.13
P23-02887	LAKESHORE LEARNING MATERIALS	PURCHASE OF CLASSROOM SUPPLIES	HOLLYWOOD PARK ELEMENTARY	01	420.24
P23-02888	LAKESHORE LEARNING MATERIALS	OAKRIDGE PRESCHOOL RM 1 ATTN CHONG VANG	EARLY LEARNING & CARE PROGRAMS	12	1,499.66
P23-02889	LAKESHORE LEARNING MATERIALS	GOLDEN EMPIRE PRESCHOOL ATTN: MARIA AVETISOV	EARLY LEARNING & CARE PROGRAMS	12	868.91
P23-02890	LAKESHORE LEARNING MATERIALS	HEADPHONES	ELDER CREEK ELEMENTARY SCHOOL	01	9,786.52
P23-02891	LAKESHORE LEARNING MATERIALS	SPARE HEADPHONES	ELDER CREEK ELEMENTARY SCHOOL	01	3,262.17
P23-02892	LAKESHORE LEARNING MATERIALS	WOOBLE CUSHION FOR PRIMARY STUDENTS	MARTIN L. KING JR ELEMENTARY	01	774.52
P23-02893	LAKESHORE LEARNING MATERIALS	1ST GRADE: SMALL GROUP LEARNING GAMES	OAK RIDGE ELEMENTARY SCHOOL	01	1,277.37
P23-02894	LAKESHORE LEARNING MATERIALS	KINDERGARTEN WORKSHOP LEARNING GAMES	OAK RIDGE ELEMENTARY SCHOOL	01	626.33
P23-02895	LAKESHORE LEARNING MATERIALS	SPED ALLOCATED FUNDS,NEDA KHOI(RSP)	MARTIN L. KING JR ELEMENTARY	01	141.30
P23-02896	THE HOME DEPOT PRO	HJ PRESCHOOL ATT: SUZIE VANG RM B2	EARLY LEARNING & CARE PROGRAMS	12	177.56
P23-02897	THE HOME DEPOT PRO	MATERIALS FOR CLASSROOM	HOLLYWOOD PARK ELEMENTARY	01	216.53
P23-02898	THE HOME DEPOT PRO	7FT BLACK 4-PANEL ROOM DIVIDER FOR TESTING	JOHN F. KENNEDY HIGH SCHOOL	01	348.79
P23-02899	THE HOME DEPOT PRO	ELC Department Tables for Recruitment and Events	EARLY LEARNING & CARE PROGRAMS	12	239.16
P23-02900	VIRCO INC	LUNCH TABLES	SEQUOIA ELEMENTARY SCHOOL	01	17,544.52
P23-02901	DISCOUNT SCHOOL SUPPLY	E.WARREN ATTN: SUZIE SARABA	EARLY LEARNING & CARE PROGRAMS	12	228.85

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ESCAPE ONLINE

Page 17 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-02902	DISCOUNT SCHOOL SUPPLY	NICHOLAS PRESCHOOL ATTN: THERESA PEREZ	EARLY LEARNING & CARE PROGRAMS	12	140.52
P23-02903	DISCOUNT SCHOOL SUPPLY	CAJ SKILLS ATTN CHRISTINA SETZER	EARLY LEARNING & CARE PROGRAMS	12	1,252.27
P23-02904	DISCOUNT SCHOOL SUPPLY	PRESCHOOL ATTN: YVETTE LEE	EARLY LEARNING & CARE PROGRAMS	12	109.17
P23-02905	DISCOUNT SCHOOL SUPPLY	Supplies for Abe Lincoln Preschool - Rm D1	EARLY LEARNING & CARE PROGRAMS	12	797.44
P23-02906	CDW GOVERNMENT	Notebook	MARK TWAIN ELEMENTARY SCHOOL	01	2,219.09
P23-02907	KE2 THERM SOLUTIONS	KE2 LICENSE FOR EQUIPMENT PROGRAMS	NUTRITION SERVICES DEPARTMENT	13	840.00
P23-02908	CDW GOVERNMENT	CLASSROOM PROJECTORS	JAMES W MARSHALL ELEMENTARY	01	3,556.13
P23-02909	QUIZZ INC	QUIZZ - LEARNING PLATFORM LICENSE	LUTHER BURBANK HIGH SCHOOL	01	6,525.00
P23-02910	IXL LEARNING INC	IXL SITE LICENSE - MATH	LUTHER BURBANK HIGH SCHOOL	01	10,560.00
P23-02911	J WESTON WALCH PUBLISHER	Walch Integrated Math online 1 yr licenses	LIBRARY/TEXTBOOK SERVICES	01	2,880.00
P23-02912	CDW GOVERNMENT	COMPUTERS & MONITORS FOR NEW PAYROLL EMPLOYEES	EMPLOYEE COMPENSATION	01	3,266.86
P23-02913	ODP BUSINESS SOLUTIONS LLC	COLOR PRINTER FOR COUNSELING DEPARTMENT	AMERICAN LEGION HIGH SCHOOL	01	433.91
P23-02914	SAN DIEGO COUNTY OFFICE OF EDUCATION	RED HERRING SUBSCRIPTION	TECHNOLOGY SERVICES	01	2,280.00
P23-02915	AMAZON CAPITAL SERVICES	PC SPEAKERS AND WALL CLOCK FOR CINDY TAO	ACCOUNTING SERVICES DEPARTMENT	01	81.54
P23-02916	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES	WIDE AREA NETWORK CONNECTION - SCOE	TECHNOLOGY SERVICES	01	2,600.00
P23-02917	CA DEPT OF GENERAL SERVICES DIVISION OF STATE ARCHITECT	0262-461 NICHOLAS CONSTRUCTION PLAN REVIEW FEE	FACILITIES SUPPORT SERVICES	21	397,500.00
P23-02918	AIRGAS USA LLC	MFG_BOOKSTORE SUPPLIES_WELDING KITS	CHARLES A. JONES CAREER & ED	11	5,428.18
P23-02919	ACP DIRECT	STUDENT HEADPHONES FOR EL STUDENTS/TESTING	ABRAHAM LINCOLN ELEMENTARY	01	1,322.21
P23-02920	PRECISION PRODUCTS GROUP, INC	PHARMACY PROGRAM_INSTRUCTIONAL	CHARLES A. JONES CAREER & ED	11	259.66
P23-02921	CDW GOVERNMENT	MULTI-FACTOR AUTHENTICATION KEY FOBS	TECHNOLOGY SERVICES	21	16,312.50
P23-02922	CDW GOVERNMENT	Chromebooks	ELDER CREEK ELEMENTARY SCHOOL	01	31,964.21
P23-02923	APPLE INC	PURCHASE TECHNOLOGY FOR CLASSROOM TEACHING	HOLLYWOOD PARK ELEMENTARY	01	17,363.03
P23-02924	CINTAS CORP	VN_UNIFORM ORDER_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	4,456.85

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P23-02925	CINTAS CORP	MA_UNIFORM ORDER_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	2,563.26
P23-02926	APPLE INC	COMPUTERS TEACHERS USE IN CLASSRMS	CALIFORNIA MIDDLE SCHOOL	01	11,768.56
P23-02927	TROXELL COMMUNICATIONS INC	Newline Interactive Boards	NEW TECH	09	40,313.14
P23-02928	SCHOOL OUTFITTERS DBA FAT CATA LOG	CHAIRS AND TABLES FOR MATH	ROSEMONT HIGH SCHOOL	01	6,199.23
P23-02929	SCHOOL SPECIALTY	WHITEBOARD FOR CLASSROOM, HOLT	CALIFORNIA MIDDLE SCHOOL	01	1,595.40
P23-02930	GOPHER SPORT	INSTRUCTIONAL MATERIALS PE	ALBERT EINSTEIN MIDDLE SCHOOL	01	5,502.32
P23-02931	BLICK ART MATERIALS LLC	ART SUPPLIES	CESAR CHAVEZ INTERMEDIATE	01	330.12
P23-02932	SCHOOL SPECIALTY	PURCHASING OF CLASSROOM SUPPLIES	HOLLYWOOD PARK ELEMENTARY	01	130.32
P23-02933	SCHOOL SPECIALTY	CLASSROOM DIVIDERS	ELDER CREEK ELEMENTARY SCHOOL	01	3,327.66
P23-02934	SCHOOL SPECIALTY	MOBILE DESKS FLEXIBLE FURNITURE	FERN BACON MIDDLE SCHOOL	01	4,565.74
P23-02935	SCHOOL NURSE SUPPLY INC	WHEELCHAIR - HEALTH ROOM	LUTHER BURBANK HIGH SCHOOL	01	462.83
P23-02936	BOOKS EN MORE	CLASSROOM LIBRARY - ENG - GREEN D5	LUTHER BURBANK HIGH SCHOOL	01	253.47
P23-02937	BOOKS EN MORE	CLASSROOM LIBRARY - HOEKSTRA D7	LUTHER BURBANK HIGH SCHOOL	01	259.76
P23-02938	BOOKS EN MORE	CLASSROOM LIBRARY - OGAWA H3	LUTHER BURBANK HIGH SCHOOL	01	248.56
P23-02939	BOOKS EN MORE	CLASSROOM LIBRARY - SCRIVNER 221	LUTHER BURBANK HIGH SCHOOL	01	243.44
P23-02940	BOOKS EN MORE	CLASSROOM LIBRARY - SYNHORST H6	LUTHER BURBANK HIGH SCHOOL	01	231.14
P23-02941	BOOKS EN MORE	CLASSROOM LIBRARY - SESSA E6	LUTHER BURBANK HIGH SCHOOL	01	233.91
P23-02942	BOOKS EN MORE	CLASSROOM LIBRARY - VINGAN C6	LUTHER BURBANK HIGH SCHOOL	01	239.07
P23-02943	BOOKS EN MORE	CLASSROOM LIBRARY - JEFF JOHNSON 225	LUTHER BURBANK HIGH SCHOOL	01	240.41
P23-02944	THE HOME DEPOT PRO	PROMOTE SEL, SCHOOL CLIMATE AND CULTURE	HOLLYWOOD PARK ELEMENTARY	01	946.54
P23-02945	THE HOME DEPOT PRO	TECHNOLOGY FOR CLASSROOM USE	HOLLYWOOD PARK ELEMENTARY	01	594.61
P23-02946	SCHOOL OUTFITTERS DBA FAT CATA LOG	WOBBLE STOOLS FOR FLEXIBLE SEATING	FERN BACON MIDDLE SCHOOL	01	476.96
P23-02947	CDW GOVERNMENT	PERSONAL PA SYSTEM FOR FAMILY EVENTS	WILL C. WOOD MIDDLE SCHOOL	01	1,619.02
P23-02948	ZAJIC APPLIANCE SERVICE INC	REFRIGERATOR + 2 FILTERS	HUMAN RESOURCE SERVICES	01	2,448.35
P23-02949	DOCUSIGN INC	DOCUSIGN SUBSCRIPTION FOR DISTRICT CONTRACTS	PURCHASING SERVICES	01	2,953.20

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P23-02950	ODP BUSINESS SOLUTIONS LLC	VN, VNP, & NA OFFICE SUPPLIES	CHARLES A. JONES CAREER & ED	11	740.94
P23-02951	SCHOOL SPECIALTY	STUDENT CHAIRS INTERVENTION CLASSROOM	ABRAHAM LINCOLN ELEMENTARY	01	1,583.29
P23-02952	ODP BUSINESS SOLUTIONS LLC	ESL_PRINTER_VICTORIA HAWES	CHARLES A. JONES CAREER & ED	11	776.10
P23-02953	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	HOLLYWOOD PARK ELEMENTARY	01	710.28
P23-02954	AMAZON CAPITAL SERVICES	WALKIE TALKIES	BOWLING GREEN ELEMENTARY	09	456.66
P23-02956	DREAMBOX LEARNING INC	MULTI-YEAR DREAMBOX SITE LICENSE	O. W. ERLEWINE ELEMENTARY	01	8,850.00
P23-02957	IXL LEARNING INC	IXL RENEWAL QUOTE 2023 -2026 SCHOOL YR	CAROLINE WENZEL ELEMENTARY	01	10,120.00
P23-02958	CENGAGE LEARNING	Big Ideas Math 1900 licenses digital access 1 yr	LIBRARY/TEXTBOOK SERVICES	01	19,760.00
P23-02959	MCGRAW HILL COMPANIES	ACTIVELY LEARN - ELA, SCIECE & SOCIAL STUDIES	LUTHER BURBANK HIGH SCHOOL	01	14,732.00
P23-02960	SCHOOL SPECIALTY	COLOR PRINTER: ALL STAFF/SUPPORT CLASS PROJECTS	A. M. WINN - K-8	01	1,676.83
P23-02961	GOPHER SPORT	SDC PRIMARY MOVEMENT CLASS	A. M. WINN - K-8	01	382.67
P23-02962	GOPHER SPORT	GOPHER EQUIPMENTS FOR STUDENT	PONY EXPRESS ELEMENTARY SCHOOL	01	5,072.09
P23-02963	LAKESHORE LEARNING MATERIALS	TK Playground Equipment	PARKWAY ELEMENTARY SCHOOL	01	977.15
P23-02964	LAKESHORE LEARNING MATERIALS	RM5 LAKESHORE	JAMES W MARSHALL ELEMENTARY	01	345.94
P23-02965	GOPHER SPORT	SUPPLIES FOR MOVEMENT CLASS	A. M. WINN - K-8	01	2,718.12
P23-02966	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES FOR JOHN STILL - IRINA	EARLY LEARNING & CARE PROGRAMS	12	513.16
P23-02967	DEMCO INC	LIBRARY MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	207.29
P23-02968	DEMCO INC	Demco Library & Curriculum supplies	LIBRARY/TEXTBOOK SERVICES	01	199.01
P23-02969	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BOOKS FOR CLASSROOM TEACHING	HOLLYWOOD PARK ELEMENTARY	01	1,824.89
P23-02970	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	DICTIONARES FOR CLASSROOM LEARNING	HOLLYWOOD PARK ELEMENTARY	01	332.09
P23-02971	CORWIN PRESS INC	BOOKS FOR PRINCIPAL AND PROFESSIONAL DEVELOPMENT	ISADOR COHEN ELEMENTARY SCHOOL	01	367.69
P23-02972	VENTRIS LEARNING LLC	RSP RESOURCES	JAMES W MARSHALL ELEMENTARY	01	95.43
P23-02975	E-BUILDER INC	CONSTRUCTION MANAGEMENT SOFTWARE	FACILITIES SUPPORT SERVICES	21	84,634.76

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P23-04397	LAMON CONSTRUCTION CO INC	0363-409 TJUDAH PLAYGROUND CONSTRUCTION SERVICES	FACILITIES SUPPORT SERVICES	21	2,424,000.00
TB23-00011	FOLLETT SCHOOL SOLUTIONS	Waldorf 2023-2024 curriculum	LIBRARY/TEXTBOOK SERVICES	01	860.43
Total Number of POs			459	Total	6,777,049.21

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	340	2,439,316.33
09	Charter School	15	85,972.13
11	Adult Education	10	29,675.48
12	Child Development	45	107,211.26
13	Cafeteria	20	344,294.04
21	Building Fund	29	3,770,579.97
		Total	6,777,049.21

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B23-00004	175,000.00	13-4710	Cafeteria/Food	50,000.00-
B23-00026	14,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B23-00039	8,168.16	01-4320	General Fund/Non-Instructional Materials/Su	6,504.09
B23-00085	5,500.00	01-5800	General Fund/Other Contractual Expenses	2,000.00
B23-00090	11,831.84	01-5690	General Fund/Other Contracts, Rents, Leases	6,668.16-
B23-00117	25,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
B23-00119	309,000.00	13-4710	Cafeteria/Food	170,000.00-
B23-00128	343,153.30	13-4710	Cafeteria/Food	28,000.00
B23-00134	795,784.12	13-4710	Cafeteria/Food	150,000.00
B23-00158	10,580.00	13-4710	Cafeteria/Food	2,580.00
B23-00195	1,819.62	01-4320	General Fund/Non-Instructional Materials/Su	319.62
B23-00202	9,680.38	01-4320	General Fund/Non-Instructional Materials/Su	319.62-
B23-00206	.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00-
B23-00271	17,500.00	13-5540	Cafeteria/Waste Removal	4,641.39
B23-00276	11,762.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	12,000.00-
B23-00304	136,000.00	13-4710	Cafeteria/Food	37,000.00
B23-00305	406.95	01-4320	General Fund/Non-Instructional Materials/Su	9,186.10-
B23-00310	90,000.00	01-4320	General Fund/Non-Instructional Materials/Su	15,950.00
B23-00313	5,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B23-00314	976.92	01-4320	General Fund/Non-Instructional Materials/Su	23.08-
B23-00319	12,528.08	01-4320	General Fund/Non-Instructional Materials/Su	2,528.08
B23-00323	.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00-
B23-00335	649,000.00	13-4710	Cafeteria/Food	100,000.00
B23-00437	2,300.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B23-00468	768.70	01-5930	General Fund/Telephones/Cell Phones	24,231.30-
B23-00510	85,000.00	13-4710	Cafeteria/Food	25,000.00-
B23-00511	86,000.00	13-4710	Cafeteria/Food	31,000.00
B23-00515	173,000.00	13-4710	Cafeteria/Food	16,000.00
B23-00529	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	200.00
B23-00562	500.00	01-5800	General Fund/Other Contractual Expenses	100.00
B23-00568	39,234.21	12-5560	Child Development/Laundry and Dry Cleaning	15,000.00
B23-00581	10,432.96	01-5800	General Fund/Other Contractual Expenses	898.93
B23-00621	101,360.96	13-4710	Cafeteria/Food	16,504.48
B23-00689	94,333.80	13-4710	Cafeteria/Food	30,666.20-
B23-00733	18,000.00	01-5832	General Fund/Transportation-Field Trips	8,000.00
B23-00737	24,000.00	01-5832	General Fund/Transportation-Field Trips	4,000.00
B23-00759	7,840.00	13-4710	Cafeteria/Food	7,000.00
B23-00771	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53
B23-00772	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 22 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B23-00779	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53
B23-00784	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53
B23-00792	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53
B23-00795	102,294.44	13-4710	Cafeteria/Food	21,000.00
B23-00816	6,980.80	13-4710	Cafeteria/Food	5,000.00-
B23-00817	50,000.00	13-4710	Cafeteria/Food	20,000.00
B23-00827	1,530.35	01-5800	General Fund/Other Contractual Expenses	28.53
B23-00828	70,302.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	357.00
B23-00832	196,881.00	01-5100	General Fund/Subagreements for Services abo	81,881.00
B23-00837	32,481.00	13-4710	Cafeteria/Food	2,689.00-
CHB23-00014	1,500.00	01-4320	General Fund/Non-Instructional Materials/Su	300.00
CHB23-00017	40,000.00	13-4320	Cafeteria/Non-Instructional Materials/Su	7,000.00
CHB23-00018	6,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
CHB23-00020	17,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB23-00029	24,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB23-00030	24,000.00	01-4310	General Fund/Instructional Materials/Suppli	12,000.00-
CHB23-00087	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB23-00089	23,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB23-00104	800.00	01-4320	General Fund/Non-Instructional Materials/Su	300.00
CHB23-00217	9,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB23-00224	23,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB23-00226	25,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB23-00234	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB23-00262	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
CHB23-00271	2,565.00	01-4310	General Fund/Instructional Materials/Suppli	565.00
CHB23-00287	16,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB23-00289	3,549.06	09-4310	Charter School/Instructional Materials/Suppli	2,049.06
CHB23-00293	17,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB23-00297	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB23-00325	9,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00-
CHB23-00333	2,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,300.00
CHB23-00365	6,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB23-00366	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB23-00370	13,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CS22-00165	594,000.00	13-5800	Cafeteria/Other Contractual Expenses	120,000.00
CS23-00077	199,000.00	01-5800	General Fund/Other Contractual Expenses	100,000.00
CS23-00257	5,685.00	01-5800	General Fund/Other Contractual Expenses	1,575.00
CS23-00361	151,646.00	21-6200	Building Fund/Buildings (Improvements)	76,836.00

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ESCAPE ONLINE

Page 23 of 24

Includes Purchase Orders dated 03/15/2023 - 04/14/2023 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CS23-00386	109,299.00	01-5100	General Fund/Subagreements for Services abo	31,499.00
		01-5800	General Fund/Other Contractual Expenses	25,000.00
			Total PO CS23-00386	56,499.00
P22-02857	23,787.00	01-5800	General Fund/Other Contractual Expenses	100.00
P23-00339	290.00	01-5800	General Fund/Other Contractual Expenses	145.00
P23-01086	1,502.49	09-4310	Charter School/Instructional Materials/Suppli	97.83
P23-01206	1,565.77	09-4310	Charter School/Instructional Materials/Suppli	335.71-
P23-01792	40.82	12-4310	Child Development/Instructional Materials/Suppli	383.59-
P23-01843	520.04	12-4320	Child Development/Non-Instructional Materials/Su	118.74-
P23-01899	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,368.95-
P23-02200	275.14	01-4320	General Fund/Non-Instructional Materials/Su	25.16
P23-02341	371.40	01-4320	General Fund/Non-Instructional Materials/Su	63.92
P23-02426	1,425.48	12-4310	Child Development/Instructional Materials/Suppli	22.77-
P23-02427	1,095.30	12-4310	Child Development/Instructional Materials/Suppli	19.71-
P23-02428	1,539.36	12-4310	Child Development/Instructional Materials/Suppli	6.01-
P23-02429	911.46	12-4310	Child Development/Instructional Materials/Suppli	19.71-
P23-02432	1,340.70	12-4310	Child Development/Instructional Materials/Suppli	15.66-
P23-02434	1,037.97	12-4310	Child Development/Instructional Materials/Suppli	19.72-
P23-02436	1,130.64	12-4310	Child Development/Instructional Materials/Suppli	19.72-
P23-02443	1,054.54	12-4310	Child Development/Instructional Materials/Suppli	30.00-
P23-02453	183.79	01-4320	General Fund/Non-Instructional Materials/Su	54.38
P23-02468	2,170.13	01-4310	General Fund/Instructional Materials/Suppli	83.08-
P23-02525	564.79	12-4310	Child Development/Instructional Materials/Suppli	32.62
P23-02533	1,086.29	01-4320	General Fund/Non-Instructional Materials/Su	92.23
P23-02537	55.81	09-4310	Charter School/Instructional Materials/Suppli	3.50
			Total PO Changes	668,447.64

Information is further limited to: (Minimum Amount = (99,999,999.00))

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ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

Meeting Date: June 22, 2023

Subject: Approve 2022-23 School Plan for Student Achievement

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

Division: Continuous Improvement and Accountability Office

Recommendation: Approve the 2023-24 School Plans for Student Achievement (SPSA)

Background/Rationale: Each school participating in state and federally funded programs, per the Consolidated Application (ConApp), is required to develop or update its SPSA on an annual basis. The SPSA is a plan of actions to raise the academic performance of all students. The plan also addresses funding and proposed expenditures related to state and federal categorical programs.

Financial Considerations: Site plans outline goals and actions that will be supported with state and federal funds, as allocated to each respective site, and evaluated for effectiveness.

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

Documents Attached:

1. Copies of the SPSAs are available for review at: <https://www.scusd.edu/2023-2024-spsa>

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Lisa Allen, Deputy Superintendent, Kelley Odipo, Ed.D., State and Federal Programs Director</p> <p>Approved by: Jorge Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: June 22, 2023

Subject: Approve Minutes for the April 13, 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 April 13, 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 April 13, 2023, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

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)*
- Liam McGurk, Student Member*

Thursday, April 13, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

*Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824*

MINUTES

2022/23-24

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:37p.m. by President Rhodes.

Members Present:

- President Rhodes*
- Member Pritchett*
- Member Villa*
- Member Kayatta*
- Member Jeane*

Members Absent:

- Member Singh*
- Member Phillips*
- Student Member McGurk*

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. 2023020832 and OAH Case No. 2023010109)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions: Expulsion# 14, 16, 17, 18 and 19 2022/2023 (Lisa Allen)*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:41 p.m.

- 4.1 *The Pledge of Allegiance was led by Superintendent Aguilar*
- 4.2 *Broadcast Statement by Student Board Member*
- 4.3 *Stellar Student introduced by Board Member Christina Pritchett*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 2 announcements taken out of closed session:

- *The Board approved a special education settlement agreement identified as OAH Case number 2023020832 by a vote of 7-0.*
- *The Board approved a special education settlement agreement identified as OAH Case number 2023010109 by a vote of 7-0.*

6.0 AGENDA ADOPTION

Legal counsel stated that prior to the Board making a motion to approve the agenda, there has been one change to item 12.1d on consent. Staff has removed expulsion number 18.

The agenda was adopted by the Board unanimously.

7.0 PUBLIC COMMENT

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; (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.

*Lisa Stanley
Bret Bartley & Shannon Schmidt
Laureen Prier.
Terrence Gladney
Nikki Milevsky*

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- David Fisher shared that for several months, they have been raising concerns about questionable practices regarding contracts. Recent information sent by the District, appears to indicate that Superintendent Aguilar has engaged in contracting practices that are unethical and in violation of California Ed. Code. Mr. Fisher also shared his concerns regarding the Pam Manwiller contract.*
- *SEIU-After 9 weeks of waiting, the District has finally passed a proposal for bus drivers. Member Singh attended a negotiations meeting as an observer. Last year, SEIU agreed to a class and comp study which has been behind schedule. After data was retrieved from HR, class and comp interviews are scheduled to begin the weeks of May 15th and 22nd. SEIU's concern is that the school year is going to be over before the class and comp study is over. Today, SEIU submitted an RFI with many asks. They want to know where the policy is where employees cannot have doors, when was it created, who was on the team when it was created, and why is SEIU being treated so badly? Who determines which SEIU people are allowed large spaces versus small spaces, and why does Risk Management receive better cubby walls where they can see outside, and the rest of the District has full walls with no access to view outside? At what point does this District decide who determines which employee is more valuable than another.*
- *TCS-No update*
- *Teamsters-No update*
- *UPE-No update*

8.2 District Advisory Committees:

- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- Angela Ash acknowledged Krystal Thomas, who is the new Executive Director of LCAP. She has been great at keeping the committee on track. Erin Hanson and Matthew Callman were acknowledged for their time and energy in educating the committee on MTSS. The committee has been focusing on LCAP goal #2 which is extensive. The committee is focused on this goal, because they are concerned about the learning recovery and social and emotional health of our students. They are asking that the District and program leads, under the sub goals in #2, report back on the status of the goals and the improvements needed, the barriers that they're incurring, and questions have been asked to leads to gather clarification. The committee is learning more about MTSS and gathering progress updates from Erin and Matthew about the District's implementation of MTSS. The committee is now thinking about the next measures and outcomes for LCAP that they want to see in regards to MTSS implementation. Mrs. Ash would like to see continued support for professional learning for all staff, because you can't implement MTSS without professional learning.*
- *Student Advisory Council- No update*
- *Black/African American Advisory Board- No update*

8.3 *Student Member Report (Liam McGurk)- Member McGurk is concerned about the spam issue that took place at school today. There are a lot of students that depend on their emails for college communications and emailing teachers, and since it has been shut down, the students are unable to use their emails, and Member McGurk hopes that the issue will be fixed quickly. Chief Information Officer, Bob Lyons, shared that Network Engineers are currently working on the issue and hope to have it fixed by tomorrow morning.*

9.0 SPECIAL PRESENTATION

9.1 *Building Site Leadership Capacity to Foster A Collaborative Culture focused on Improving Student Achievement (Yvonne Wright)*

Staff shared that they will focus on building leadership capacity to foster and implement collaborative cultures in order to address our five strategic priorities. The approach is based on our Problem of Practice and our Theory of Action,

which are centered on delivering quality professional learning and fostering collaboration and accountability within a multi-tiered system of supports across and within our system. Lastly, support and fostered accountability are needed in order to ensure our most underserved students have access to and benefit from this effort. Staff explained that through intentional and deliberate professional learning, collaboration and practice, we must learn to explicitly and effectively link our collective actions to student outcomes, determine how changes in practice impact student outcomes, collect and examine specific evidence of student learning, analyze student and site data, share practices, and use assessment to guide instruction.

Public Comment:

Terrence Gladney shared that when we are talking about our failures, call out our Black students and other populations by name, and don't hide the single achievement rate of Black students within 29% of the overall District failure. It would be more alarming and create a greater sense of urgency which hasn't happened. In regard to Wide Open Walls, Mr. Gladney asked where is the uplifting of what we are actually teaching, when we are providing crap to teach. We should be getting people within the community involved, instead of looking across the nation for artists to come in, when we have great talent within our city limits. How about we get alumni from our school sites to paint these walls, instead of trying to uplift adult mindsets. When we are talking about school sites, it seems like we are pushing a lot of things down on the school site, but resources isn't just professional learning. We don't have adults on campus. Mr. Gladney has stated before, if we are going to have community fairs, why don't we have a hiring table? There's a lot of work to be done, and we need to change our mindset. Most of our resources are spent at the District level. Are we going to change our spending habits and allow school sites to have more resources, so they can make this stuff actually work?

Board Comment:

Member Jeane asked, "What are our action plans for this?" Erin Hanson referred to the timeline and shared that staff are currently designing the action plan. Member Jeane asked, "Is the HQI considered part of tier 1 on MTSS, also, what are our plans for tier 2 and 3?" Ms. Hanson stated that we are not just focusing on high quality instruction. Ms. Hanson referred to slide # 20, where it outlines the 3 strategic priorities to clarify. Member Jeane stated that all the tiers need to be functioning, so that this can truly work, so she wants to ensure that we are also looking at the tier 2 and 3. Member Singh asked, "How can we implement strategy priority #3 at a higher level?" Also, Member Singh would like to know if staff are collaborating with the school safety team.

Ms. Hanson shared that the priorities are not listed in any particular order, and as staff are designing what professional learning looks like in our system, priority #3 is what staff look at first. Ms. Hanson shared that Daniel Rolleri and Ray Lozado are working closely together to assist in building coherence along with other departments. Member Singh would like for priority #3 to be shifted to the top of the list, so everyone can read it and see that this is the foundational piece for this type of work.

Member Phillips highlighted slide 18, and how it talks about professional learning structures, and wants to know if we are looking into professional learning for those below site staff, like our classified members. Ms. Hanson shared that site staff does include our classified members, and as staff move forward to build coherence, they will continue to look at how do we ensure that every member of our system knows what their role is and is prepared to fill it with regard to high quality instruction, student outcomes, and cultural responsive professional learning.

9.2 LCSSP Annual Update 2022-23: Student Attendance & Engagement and the CARE Team (Jennifer Kretschman)

Mr. Sanchez shared that LCSSP provides funds to local education agencies to support programs aimed at improving student outcomes by reducing chronic absenteeism and truancy and supporting students who are at risk of dropping out of school, or are victims of crime. Mr. Sanchez shared that chronic absence is missing so much school for any reason that a student is academically at risk. California defines it as missing 10% or more. Mr. Sanchez gave an overview of the history of the CARE department. Ms. Torres shared an overview of the A&E Focus Site Program. Ms. Kretschman provided an overview of A&E Districtwide supports. Mr. Sanchez shared the partnership with Everyday Labs and goals for the upcoming school year.

Public Comment:

Terrence Gladney wanted to uplift the murals at Elder Creek. In regard to the murals at particular campuses, Mr. Gladney knows that there are some school sites that need things fixed, and requested a more comprehensive review. When we talk about attendance, he would love if it was wrapped into the academic portion. Mr. Gladney stated that if we are not looking at transportation, and making sure that kids are safely getting to school, then we are not really addressing the comprehensive nature of attendance and engagement. We have an open enrollment school district that empowers people with resources and privileges to travel where they want, but we have kids in our own neighborhood schools that can't even get

there. So, if we are talking about equity, let's talk about what the actual facts are.

Board Comments:

Member Kayatta appreciates the work that staff is doing and how visible they are in the community. Member Kayatta would like to look into and make sure that we don't forget the lessons of the pandemic which is, if you are sick, you should stay home. Member Kayatta is concerned that we are sending a message that attendance is more important than health.

Member McGurk asked how staff deal with students that take mental health days or have to leave school for cultural reasons. Staff confirmed that those are considered excused absences.

Member Villa wanted to share her appreciation for the staff on this team.

Member Jeane thanked staff for ending their presentation with a quote, because she knows that the relationships that staff are building on school sites and in communities, is what makes it so that parents and communities feel like we are approachable, that we do have these resources, and we are here to help.

Member Phillips asked if staff work with any outside agencies, like child welfare. Ms. Kretschman shared that staff does collaborate with outside agencies.

President Rhodes asked, "How can the Board help the team be more successful?" Staff shared that they need more funds.

9.3 Board Policy 3100 (Rose Ramos)

Rose Ramos shared the reserves for economic uncertainty and use of one-time funds. The current Board policy which was approved by the Board at the March 4, 2021 Board meeting, increased the District's reserve from the 2% required to 5%. The benefits of having more of a reserve protects the District from a future fiscal crisis by providing a buffer against future funding reductions and/or increased liabilities, and allows the District time to adjust the budget thoughtfully and strategically.

Public Comment: None

Board Comment:

Member Kayatta shared that in order for the Board to have the ability to provide adequate services for students, he would like to restore Board Policy 3100 to the version that was in effect prior to March 4, 2021, when it was modified.

Member Jeane shared that she sees that this is a first reading, but she's not seeing any language to look at. Ms. Ramos stated that the language is up to the Board on how they would like staff to revise the policy. Member Jeane would like to see the language for the original Board policy, and believes that the funds that the

District is receiving should go towards student's education today rather than being encumbered.

Member Kayatta proposed language for the policy which states, "The governing Board accepts responsibility for adopting a sound budget that is compatible to the District's vision and goals. The Board shall establish and maintain a reserve that meets or exceeds the requirement of law. The Board encourages public input in the budget development process and shall hold public hearings in accordance with the law. The Superintendent or designee, shall designate the manner in which the budget is developed and shall schedule the budget adoption process in accordance with the single budget adoption process." This is the language that the policy would be going back to.

Member Pritchett shared that after being on this Board for ten years, she has seen the ebb and flow of what happens in this District, and she does not feel comfortable bringing the percentage down to the minimum required amount. If the Board is bringing down the amount to 2%, she wants to see exactly what that money will be tied to.

Member Singh would like to see the money freed up and spent on our students now. Member Singh would expect the money to go towards students and our classrooms, and to the people taking care of and working with our children directly.

Member Villa shared that she is not a staff member, and thinks that it is incredibly disrespectful to tell staff how to do their jobs. Member Villa shared that this current policy has only been in effect for two years, and we have been created more programs and added more services. Member Villa doesn't understand why some of the Board members are so stuck on this percentage change and bringing this back, when we could be discussing student services. Member Villa reiterated that it is not her job to tell staff how to do their jobs, and that she will always lead with student services, supporting staff, and making sure that our school District flourishes in mind.

Member Singh shared that there are three new Board members and we're obviously headed in a different direction. Member Singh wants to be able to free up this funding to spend it on our students. If we look at this policy that was in place for twelve years prior to the policy revision, we were doing fine as a District. Member Singh shared that we were provided with three different options, and it is the Board's job to decide on an option. Member Kayatta stated that there was a comment that was directed towards him as to why he is so obsessed with this policy. Member Kayatta shared that the reason he is so passionate about this is because he wants to invest in our students now and the way that it has been done in the past.

After speaking with the CARE Team, Member Phillips shared that it really does make sense to free up this money to assist with programs that really do need our help, like CARE. Also, it's really important to pay our employees what they are worth, so it might be a really good thing to free up money for bargaining.

Member Pritchett thanked Member Phillips and Member Kayatta for sharing that we need to invest in our kids, so she wants to reiterate, that when this comes back, she really wants to see where this money will go towards and making sure that it goes towards our kids. Being on the Board for ten years and having this policy, we have not been ok. We have closed seven schools, we were on the brink of bankruptcy and takeover, so those are the things that worry her about this District. She doesn't want to see us headed in that direction.

Member Rhodes clarified the difference between suspending and eliminating.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Revision to Board Policy 6170.1 Transitional Kindergarten (Yvonne Wright)

Yvonne Wright shared the driving governance, overview of Board Policy 6170.1, policy changes, and next steps. AB 130 requires any local educational agency (LEA) operating a Kindergarten to also provide a TK program for all 4-year-old children by 2025-2026. The overarching proposed policy revision would be to change language from Early Kindergarten to Transitional Kindergarten. For 2023—2024, TK will be offered to 4-year-olds who turn 5 between September 2nd and April 2nd. In 2024-2025, TK will be offered to 4-year-olds who turn 5 between September 2nd and June 2nd, and by 2025-2026, all 4-year-olds who turn 4 by September 1st will be eligible for TK. There are several waivers available in the proposed policy revision (Over-Age TK Waiver, Under-Age TK Waiver, and Special Under-Age TK Waiver).

Public Comment:

Kendra Nickel-Nuey shared that allowing kids in the door at that early learning moment, is setting a foundation for the rest of their progression, all through their time at the school District. Ms. Nickel-Nuey encouraged the Board to vote in favor of this policy revision which would allow kids to get early high-quality education that they all deserve.

Board Comments:

Member Jeane asked, "How do we ensure that as we're creating waivers and filling space, that we're still able to provide for the students that do meet the requirements as they enter?" Ms. Wright shared that there is a process where the District will enroll age-eligible students first, and then there will be a waiting period prior to beginning to enroll students who are not age-eligible. Member Jeane asked, "What are the thoughts and plans to be able to co-mingle TK and Preschool?" Ms. Wright shared that these

are students that are age-eligible for TK, but also qualify for California State Preschool Program (CSPP) or Head start Programs.

Member Singh asked if the Parent Participation Preschool Program falls into the co-mingling space. Ms. Wright shared that when she began looking into it, it became very complex. When you look at the Parent Participation Preschool, it is a service that is provided to adults that allows them the ability to engage with their students. The parents are the students, and the students are able to get access to quality preschool. Many of the components to Parent Participation Preschool, mirror preschool and TK, however, the Parent Participation Preschool pays fees to participate in the program. While in our TK classes, students do not pay fees. This program is intended for different outcomes. The outcomes for Parent Participation Program, is to be deeply engaged in parent education and how they support their students in school.

The Board voted 7-0.

10.2 Revision to Board Policy 6158- Independent Study (Yvonne Wright)

Yvonne Wright shared that Board Policy 6158 is intended to clearly define what is required for independent Study. Independent study is an educational option that enables students to fully realize their potential. It offers flexibility to meet the student's individual needs, interests, and styles of learning. The proposed policy revision will remove obsolete language related to requirements for the 2021-2022 school year that are no longer applicable (COVID-19-related). Also, additional language regarding emergency closures which states independent study will be offered to students within 10 days of a school closure. Additional language has been added in a new second paragraph regarding minimum instructional minutes. The minimum instructional minutes is the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. There will be additional language outlining that students are exempted from subdivision d) tiered re-engagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met: The student participates in independent study for fewer than 15 cumulative school days in a year, or the student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professional, participating in independent study due to necessary medical treatments or impatient treatment for mental health care or substance abuse. There would be added language to modify

thresholds that trigger when a student enrolled in traditional independent study is subject to tiered re-engagement activities. General requirements includes notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation and specifies when a transition plan is needed. A student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement. Revised language to clarify and emphasize when parent/guardian conferencing occurs before an independent study assignment has also been included. There is a newly developed section on the need to retain a physical or electronic copy of the signed Independent Study Learning Agreement for at least 3 years and as appropriate for auditing purposes.

Public Comment:

David Fisher shared that you can't talk about independent study without talking about Cap City. Mr. Fisher hopes that we are reaching out to current and former students who might come back, because he doesn't want people to get surplused out and brought back in again, like what happened during the pandemic and caused a lot of disruption.

Board Comment:

Member McGurk would like to know if there is a way to contact whoever is running independent study, because Member McGurk has tried to reach out many times to share challenges being faced and the need for support, but not getting a response. Ms. Wright would like to speak with Member McGurk directly, so she can assist with making contact.

Member Kayatta proposed that he would like to amend the Master Agreement section in paragraph 10, to add two rights that will be held by the student and their parent/guardian. The first would be, if the IEP team determines that a certain service that is a component of FAPE, can only be offered in person or at a school site, the student, parent, or guardian as appropriate, shall be able to accept that service in person while otherwise engaged in independent study. This would allow students the opportunity to accept a hybrid model. The second right proposed, would be that the student, parent, or guardian has the ability to universally amend or approve the IEP, by striking any provision that is subject to a disagreement of the IEP team. If that disagreement is that the IEP team believes that a service cannot be provided through an independent study program, but could be if the student remained in a site-based program. Member Rhodes recommends that staff have time to look at this revision and what has been shared by the Board members, so they can implement those things and come back to present it to the Board.

Member Rhodes made a motion for his recommendation with a second from Member Villa, and all in favor.

10.3 Review and Approve Amendment No.2 for Legal Services-SA23-00158 (Rose Ramos)

Rose Ramos shared that staff are coming back to the Board with an increase to the contract of \$600k, because we need the increase to pay current bills and to support additional services needed through the end of the fiscal year. Dr. Cancy McArn shared an update on vacancies and recommendations. Right now, one of the main positions of focus, is to hire in-house legal counsel. Even after expanding the search and posting the position, there has only been 3 applicants that have applied in the last year and a half. Recommendations include adjusting reporting structure, adding the position to Superintendent's cabinet, adjusting the job description, and increasing the salary and further assess pension/retiree options.

Public Comment: None

Board Comment:

Member Singh shared that this presentation is actually what he has been asking for, and he knows that filling this position is not easy, because this person would need to come with a bit of experience. Member Singh shared that having relationships in the legal field, he is happy to be a resource. Member Singh said that we are going to have to look a little bit further to fill this position.

Member Kayatta shared that in terms of salary and what he was envisioning since we are essentially competing for public attorneys that work for the state or government entities, earn approximately \$172k-\$211k. Member Kayatta believes that we should at least pay that much, given that we are larger than some of the agencies with their chief counsels. Member Kayatta shared that there are a number of private firms that represent school boards, and would be able to connect us with individuals. As far as the current contract, it states that Chief Counsel will approve invoices. Since we do not currently have a Chief Counsel, who is currently doing that? The Superintendent stated that he is currently approving those invoices and works closely with the Lozano Smith team, depending on the areas that we identified in our communication to the Board, so it has required that level of involvement from him directly. Member Kayatta wanted to know what the process is for approving invoices. Rose Ramos shared that contracts are initiated by a department or a school site for a service to be performed, so when the invoice comes in from the vendor, it is reviewed by that department or school site to confirm that the services did get performed per the specific invoice. Once the invoice gets

signed off, it is submitted to the business department for payment. We won't pay invoices, unless it has authorization from the individual that initiated the contract. In this case, that would be the Superintendent's office that would oversee the invoices and sign off. Member Kayatta would like to know when the current contract is intended to go through, if the Board approves it. Also, given that legal services continues through the summer, Member Kayatta would like to know when the new contract would be coming. Rose Ramos confirmed that it was through the end of the fiscal year, and that the new contract should be brought to the Board prior to the fiscal year ending for the 2023-2024 fiscal year. For next year, Member Kayatta would like an RFP to look at multiple firms, and allow the Board to have some insight to that.

Member Singh mentioned that since we do not have in-house counsel, we cannot possibly have the same organization that we are going to bill, having their own staff looking at and reviewing their own bills for services. Member Singh agrees with Member Kayatta's on making a request for proposals, and he believes that we should have that very since with the end of the fiscal year approaching. Member Singh wanted to know where we stand now as far as invoices for Lozano Smith. Rose Ramos shared that we currently have outstanding invoices in the amount of \$300k, and this would represent the invoices for the month of March.

Member Jeane echoed Member Singh and Member Kayatta's statements, and stated that she does not feel comfortable paying \$3 million dollars annually for outside counsel, when that money can be better spent on our students.

Member Kayatta asked how much time will it take us to put together an RFQ and go through the process. Ms. Ramos said that it should only take a few weeks, but she would like to check-in with staff before providing a time, and Dr. McArn stated that the process for a salary change would not take much time.

Member Pritchett just want to make sure that the process isn't rushed, so we can do everything correctly. Member Pritchett recommends that we approve this through the end of the year, and we put out the RFQ to start going through the process.

Member Kayatta made a motion to approve the proposed action to increase the contract to \$600k with the caveat that an RFQ and salary change will be initiated in the next two weeks. After some clarification was made, Member Kayatta made a new motion to approve the \$600k recommended by staff, staff will prioritize working on the RFQ and salary change, and in two weeks, staff will report back on progress with a second from Member Pritchett.

The Board voted 6-1 with Member Singh voting "no".

11.0 COMMUNICATIONS

11.1 Superintendent's Report (Jorge A. Aguilar)

The Superintendent shared what staff are currently working on and doing in regard to the Trans Day of Visibility resolution that was recently passed. Yesterday, Congresswoman Matsui presented a \$1 million dollar grant to the Food Literacy Center to expand the opportunity to learn and grow through nutritional programming. The Superintendent acknowledged Diana Flores, her team, and partners for running another successful holiday food distribution effort at six of our school sites during Spring Break. The Superintendent shared the upcoming Wide Open Walls taking place within Member Pritchett's trustee area. The Superintendent shared an update on the TK enrollment and expansion. The Superintendent wished the Rosemont High School robotics team the best of luck in Houston next week as they compete at the world championships for youth robotics.

11.2 President's Report (Chinua Rhodes)

President Rhodes shared an update the recent community forum that took place at John F. Kennedy High School with Member Kayatta, and he looks forward to holding more throughout the District. President Rhodes wanted to acknowledge the Creativity, Action, and Service Club for their continued commitment to impacting Luther Burbank and the surrounding community in a positive way. President Rhodes share the recent Easter Eggstravaganza that took place at Edward Kemble and John Sloat. President Rhodes shared that Bret Hart Elementary will have their 100th Anniversary on May 12th. President Rhodes also shared that there will be a pancake breakfast at Tahoe Park Elementary on April 22nd.

11.3 Information Sharing by Board Members

Member Singh acknowledged that the Communications staff has put out and shared that it is Arab American Heritage Month. Member Singh shared that there are an abundance of holidays this month, and today is Vaisakhi which is a harvest festival for South Asians, and traditional New Year for members of the Hindu community. In the Sikh community, Member Singh shared the reasons why Vaisakhi holds a very special meaning. Member Singh shared that he recently sat in as an observer in a negotiations meeting, and saw great work that staff is doing and learned more about the process of how negotiations work. Member McGurk invited the community to come out to the multicultural event taking place at Hiram Johnson on April 28th. Member Phillips shared the Anti-racism public schools forums that are taking place April 30th and May 7th at Congregation B'nai Israel. Member Kayatta made a request to have the following items added to the next Board meeting agenda: the item that the Board approved on March 16th around expanding the scope of our audit with Crowe, receiving an update on an item that the Superintendent verbally agreed to for the independent auditing contract, a safety update around gun violence, and for the Superintendent evaluation to be discussed in closed session.

Member Pritchett said that she is looking forward to Wide Open Walls, and asked that a staff member call her to go over how artists are selected for the murals. Member Pritchett shared that the Essence of Rosemont is taking place April 20th.

Member Jeane shared that 3 student artists at C.K. McClatchy won awards at the James Ferry Artist Reception and Award Ceremony, Member Jeane had the opportunity to meet a parent group that supports our student athletes called, "Restore the Roar" at C.K. McClatchy, she had the opportunity to attend the Sacramento Urban Debate League fundraiser, she attended her first Black Parallel School Board meeting, and lastly, attended a Sac Act Education Committee meeting.

12.0 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.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose Ramos)

12.1b Approve Personnel Transactions (Dr. Cancy McArn)

12.1c Approve Rosemont High School Trip to Houston, TX, April 19-24, 2023 (Lisa Allen and Tuan Duong)

12.1d Approve Staff Recommendations for Expulsion, # 14, 16,17, 18 and 19 2022/2023 (Lisa Allen and Stephan Brown)

12.1e Approve Minutes for the March 2, 2023, Regular Board of Education Meeting (Jorge A. Aguilar)

12.1f Approve Mandatory Reporting to the Sacramento County Office of Education- Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023 (Dr. Cancy McArn)

President Rhodes made a motion to approve the consent agenda with a second from Member Pritchett. The Board voted 7-0.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *April 27, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ *May 4, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,*

14.0 ADJOURNMENT

President Rhodes adjourned the meeting at 10:59 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

Meeting Date: June 22, 2023

Subject: Approve Minutes for the April 27, 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 April 27, 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 April 27, 2023, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

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)
Liam McGurk, Student Member

Thursday, April 27, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2022/23-26

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

President Rhodes called the meeting to order at 4:41 p.m.

Members Present:

*Member Kayatta
Member Rhodes
Member Pritchett
Member Jeane*

Members Absent:

*Member Phillips
Member Singh
Member Villa
Student Member McGurk*

**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. 2023020888 and OAH Case No. 2023010106)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Government Code 54957—Public Employee Performance Evaluation (a) Superintendent*
- 3.5 *Government Code 54956.8-Conference with Real Property Negotiators Property: 3200, 3301 37th Avenue, Sacramento, CA 95824; 4625 44th Street, Sacramento, CA 95820 Agency Negotiator: Superintendent or designee Negotiating Parties: SCUSD and La Familia Under Negotiation: Price and Terms*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

President Rhodes called the meeting back to order at 6:43 p.m.

- 4.1 *The Pledge of Allegiance was led by Superintendent Aguilar*
- 4.2 *Broadcast Statement announced by Member McGurk*
- 4.3 *Stellar Student introduced by Board Member Jamee Villa*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 2 announcements that came out of closed session:

-The Board approved a special education settlement agreement identified as OAH Case No. 2023020888

-The Board approved a special education settlement agreement identified as OAH Case No. 2023010106

6.0 AGENDA ADOPTION

The Board adopted the agenda unanimously.

7.0 PUBLIC COMMENT

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; (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.

*Arthur Aleman
Monica Madrid
April Ybarra
Dianna Barriga
Yessenia Vargas
Estela Martinez
Fabian Barriga
Claudia Barriga
Diego Acosta
Jana Acosta
Shannon Schmidt
Katey Dodd
Franschelle Brown
Elyzebeth Moreno
Lucero Soto
Danna Ramos Serrano
Jared Konopitski
Elaine Branda
Heather Bennett
Rayneil Smith
Luciana Duque
Briana Franco
Marie Rodriguez
Heather Haight
David Sobon
Terrence Gladney*

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA-David Fisher reported on the reserve funds, vacancies, the District rejecting their proposals, the District's refusal to engage in community schools, how since the Superintendent has been appointed there have been 2 strikes with 3 additional strike threats, the independent audit, and the Superintendent's evaluation.*
- *SEIU- No update*

- *TCS- The TCS representative stated that we all have a shared responsibility for this community. He shared that the Superintendent is better than any other Superintendent that we have had, and one thing that stands out as to why TCS and Teamsters continues to support him; it's because he cares about the kids who can't make it on their own. If you push out a Superintendent who cares about the kids we serve, who will be replace him with? The representative reiterated keeping the students and community at the forefront.*
- *Teamsters- Same update as TCS*
- *UPE- UPE is coming up on negotiations and they look forward to seeking what their members deserve, and how to make site leadership more possible.*

8.2 District Advisory Committees:

- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- The committee is challenged because they started late. The committee is roughly meeting every week to cover the ground that was lost in the beginning of the year. LCAP will be reaching out to other committees to see where the common areas are, and where they can add more strength.*
- *Student Advisory Council- No update*
- *Black/African American Advisory Board-No update*

8.3 Student Member Report (Liam McGurk)- Member McGurk wanted to touch on some points that were brought up by members of the community that spoke out on what is taking place a Bowling Green. Member McGurk shared that bullying and fights take place a lot at his school and admin just sit back and watch. He shared that students cannot change what happens at home, but they can change what happens at school.

9.0 SPECIAL PRESENTATION

9.1 Approve High School Voter Education Weeks Resolution No. 3311 (Manpreet Kaur and Mark Canero)

Jacqueline Zhang, student who serves as part of the Student Advisory Council, presented the resolution by reading it aloud to the Board.

*Public Comment:
No public comment*

Board Comments:

Member Jeane asked the student what type of activities take place at school sites during these weeks. The resolution is being brought forth, because participation as lacked in years past, but hoping that this resolution will change that, so there is more awareness of these weeks.

Member Phillips shared that everyone should be voting and wanted to make a note that President Rhodes' name is missing an "S" on the resolution, so she wanted to make sure it is revised.

Member Kayatta shared that for staff this should be more than a resolution, but a full commitment. Member Kayatta shared that it is important to encourage this behavior, and it is important that we explain to high schoolers the importance of pre-registering to vote.

Member Villa shared that it's important that we bring this resolution forward, but it should have some action items attached. If there is a way for SAC to reach out to the Board prior to the September Voter Education Week to make this a robust campaign at all of the school sites, please let the Board know what they can do to help.

Member Singh would like to hear a report back during SAC's allotted time at an upcoming Board meeting, and would like to hear from SAC more often to see what is happening at school sites across the District to see how the Board can better support them.

Member Phillips wants to make sure that financial considerations are stated for all resolutions since it costs money. That way, after a resolution is approved, they can hit the ground running, and they do not have to come back to the Board to ask for money.

The Board voted 7-0.

*9.2 Approve Gun Safety Resolution No. 3315
(Board Member Jamee Villa)*

Member Villa presented the resolution and shared some highlights from the resolution. Member Villa would like for the Superintendent to work with the Board to put together federal and statewide support within our District, and work with other regions nearby, to see what is happening at the local level. For our District, Member Villa would like to work with the state and federal level to identify different bills that are currently on the table. Member Villa shared that she believes that there is one federal bill and 3 state bills that she looked over and would like the Board to put together some type of documentation to share our support in Sacramento. Member Villa can provide the bills to

the Board, and wants to ensure that this is a Board-led effort where they can work on it together.

*Public Comment:
No public comment*

*Board Comment:
Member Phillips appreciates any resolution that helps keep our children safe, and wanted to add that appreciates that we are talking about the very high likelihood of African American students dying at the end of a gun barrel. Member Phillips understands that this is really important that we are providing education and supporting what is needed to keep our kids safe in schools. Member Phillips reiterated the need to include financial considerations, and thinking more about how much is it going to cost to keep our children safe.
Member Kayatta shared that we need to have resolutions combined with more actions. Member Kayatta is in full support of the resolution, but wants to make sure that this is the first step to many to keep our communities and kids safe. Member Pritchett thanked Member Villa for bringing the resolution forward. Member Pritchett agreed with Member Phillips in regard to looking at financial considerations. Member Pritchett shared a friendly amendment to include stronger laws on locked firearms. Member Villa excepted Member Pritchett's amendment with a second from Member Kayatta.
Member Jeane shared a personal experience and knows the seriousness of this. Member Jeane echoed Member Kayatta in regard to governing through resolution, and is concerned about spending through resolutions. Member Jeane supports the values and ideas here, and stated that they have to be better about the work that we do as a Board.
Member Singh is in agreement with the Board taking action, and stated that we need to lean into the school safety team. There is really great work that we have done, and looking forward to hearing next steps on a safety plan. Member Singh shared the upcoming "Know Your Rights" discussion taking place next Wednesday.*

The Board voted 7-0.

9.3 Approve Resolution No. 3313: Resolution to Recognize Earth Day 2023 (Rose Ramos)

Chamberlain Segrest is looking to increase the sustainability of our District's energy, water, transportation, school yards, and waste systems with the ultimate goal of supporting the District in its efforts to create a healthy, resilient, and equitable learning environments for all students. Ms.

Seacrest shared what the District is currently doing to achieve this ultimate goal.

*Public Comment:
No public comment*

Board Comments:

Member Singh shared that if we are writing that there are no financial considerations, should we remove what the District will do since it will cost money?

Member Rhodes responded to Member Singh and shared that this is just in support of and stating that we are heading in that direction.

The Superintendent asked for Rose Ramos to come up and financial considerations and what it entails.

Rose Ramos stated that President Rhodes is correct. Staff is simply asking for support of the resolution. In this particular item being brought to the Board, we are not asking to approve any kind of funding for any of the projects at this point. That will be forthcoming, if we were, and it would be very specific in the dollar amount. Nathaniel Browning shared that this resolution is to outline intent, so that when we do come forward with the projects, there will be that dollar amount. Member Kayatta is impressed with the resolution and looks forward to the information coming back. In the meantime, Member Kayatta is really happy that we are committing to this. Member Kayatta shared that we should always be affirmative in our actions and look at things through a climate lens.

The Board voted 7-0.

*9.4 Approve Sexual Assault Awareness Resolution No. 3314
(Board Member Christina Pritchett)*

Member Pritchett shared that Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in the community. The goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and to educate communities on how to prevent it.

*Public Comment:
No public comment*

Board Comments:

Member Singh brought up financial considerations for the resolution. Victoria Flores shared that adding the financial consideration to the resolution is the acknowledgement of existing budgeting that's gone to expanding our school based mental health staff, specifically with LCFF and ESSER.

Member Pritchett shared that we get consumed with our daily lives, and often overlook things of this nature, so she appreciates bringing this forward. Member Pritchett shared that she would like stickers, literature, and banners distributed at school sites to help students, because they don't always know how or who to reach out to. Member Pritchett shared the "Shine" program which is a women's empowerment group.

Member Phillips thanked Victoria Flores for wanted to acknowledge her addressing the demographics and making sure that we are aware that this is not just a female or male program, but a human condition.

The Board voted 7-0.

9.5 Model Community Engagement Policy (Board President Chinua Rhodes)

The Superintendent shared that this topic is being brought to the Board, because like Member Singh said earlier, there is going to be a community forum and there has been an increase in Board member engagement. We currently have a Board policy that allows for Board members to draw upon interests that they have for working with community based organizations to be able to use our facilities. The Superintendent referenced Board Policy 1330 which addresses recognition by the Board that District facilities are a community resource and as a resource, we expect for them to be used for schools program and activities. It also recognizes that we are a part of our community and that we want to support parent and community involvement, share and coordinate community resources, and a wide range of other activities. We have not allocated a budget for Board member use of facilities through the Board office. We are interested in hearing a discussion from our Board about what the Board envisions as potential amendments based on interests from Board members to more actively engage with community members and use our facilities for things like, forums.

Public Comment:

No public comment

Board Comments:

Member Pritchett is confused by the policy. Member Pritchett has held events within her trustee area, and she often works with the principal at the sites. Member Pritchett has reservations having that type of power. Does this mean that we would have a key for the schools, because we would usually have staff there to assist?

Member Villa was thinking the same thing as Member Pritchett. Member Villa would like to see the impact on cost, are we going to have staff come in for these events, do we have to vote as a Board as what we deem appropriate? Member Villa would just like more insight or the impact of this.

President Rhodes shared that he envisions that the Board would have a certain amount of hours or time and funds that are allocated for the Board to utilize facilities. President Rhodes shared that we want to do community engagement, but there are so many pieces that go with community engagement, and the financial piece and access is there. President Rhodes would like to be more engaged with the community and feels like it is the Board's responsibility.

Member Singh is excited about this idea, and looks at this as an opportunity to engage. Member Singh would like to find a way to open our spaces, and find a way to expand the idea to engage.

Member Jeane would hate for this to become a space where Board members end up superseding the needs of the school. As far as increasing funds, Member Jeane thinks that this would be adding to the \$10,000 that Board members already receive. If we are going to put something like this in place, it needs to be very clear, so that staff don't feel like Board members are coming in and strong-arming anything. We need to figure out how to appropriately engage and work with the shared use of our facilities with the work that Board members are elected to do as well. Member Jeane does not see the need to increase funds since Board members are already allotted \$10k on an annually basis.

Member Kayatta thinks that there should be more coordination between Board members and the District's community engagement team. If the Board is planning on holding an event, they would work with the community engagement team closely to have District support there.

Member Pritchett wanted to echo what Member Jeane and Member Kayatta said. Are these District events or are they led by the District? There is a chain of events that needs to happen, and Member Pritchett feels like this would be an abuse of power, and just wants to be clear on what is being asked.

Member Rhodes shared that this is just gathering input on what people are thinking and feeling. Member Rhodes doesn't feel that getting more engaged would mean superseding what the purpose of school sites are. This is just sharing how can the Board be more involved in engaging the community and doing it more pragmatically, effectively, and efficiently in serving the communities that the Board serves.

Member Phillips understands the need and feels that it gives the public access to the Board which seems to be missing a lot. Member Phillips would like to see clear examples of what the

Board would be able to do. Member Phillips shared that the Board should not ask for extra money on this, because the Board has discretionary funds.

Member Villa asked that when this gets brought back, can there be guardrails that states what is appropriate vs. what is not, sharing the procedures that will be in place, alerting the full Board of what the intention for specific events, so everyone is on the same page. Member Villa said that it is a great opportunity to share the work that everyone is doing in their areas.

Member Pritchett loves this idea, but wants to look at what is currently hindering us from doing this now.

Member Singh is looking for the Board to be added into one of the classifications on the Board policy, so they have access to use spaces. Member Singh thinks that Board members should be listed under “Classification 1” on the policy.

9.6 Black/African American Advisory Board (B/AAAB) Update (Julius Austin and Terrence Gladney)

Julius Austin and Terrence Gladney shared a moment of reflection and context setting, an overview of the evolution of B/AAAB, B/AAAB’s Current Role and Responsibilities, and advisement and next steps.

Public Comment:

No public comment

Board Comment:

Member Singh thanked Mr. Austin and Mr. Gladney for presenting. In regard to the July 21st incident that was discussed, Member Singh asked what were the demands and he wanted to know if the demands were met. This is in regard to the Carson incident, and Member Singh said that he is interested to know the same information about the incident that happened at West Campus on December 21st. Mr. Austin shared that B/AAAB demanded that the District provide information in regard to what would be taking place to resolve these issues. B/AAAB have yet to receive adequate reports and updates in regard to what took place and what the resolution has been. Member Singh wanted to know what the organization’s thoughts and recommendations were on what should happen, given these issues will not go away. The B/AAAB focus is to not be reactive. B/AAAB focuses on what the root cause is. B/AAAB talks about climate and culture, and cultural competency and relevancy. These topics are not only discussed in professional learning, but in the curriculum as well. Member Singh wanted to know what the 7 recommendations were that have not been met out of the 13 that were shared. For climate and culture, recommendations that have not been met include: providing professional

development addressing adequate disciplinary practices, and increase the Black/African American teachers from, at the time, 109 teachers in the District to 150 teachers that identify as Black or African American. For academic achievement, recommendations that have not been met include: implement multiple measures to assess student progress to identify students in need of intervention and prioritizing resources, implement reserve space and intervention, and acceleration strategies to close persistent learning gaps, provide school-to-college and school-to-career experiences utilizing community stakeholders, create a District-wide study team tasked to review and monitor K-12 Special Education referral practices, and adopt and implement curriculum that includes and reflects Black/African American experiences. Member Jeane asked if there is another way to engage in back-and-forth with B/AAAB. Mr. Gladney shared that if B/AAAB does not come together as a body to agree on a message that is going to be communicated, he said he is not going to disenfranchise his fellow Board members. When B/AAAB changed their Board structure, the one thing that happens every month, is their committees (i.e. District Accountability and Parent and Family Engagement), and they meet every month and have quarterly general Board meetings. This is typically when they would have output or a specific message. Daniel Rolleri, who is the District liaison for B/AAAB, assists in taking swift action on things that they need. Having Cabinet-level individuals in their space helped accelerate responsiveness and timeliness of things. Member Pritchett requested that the recommendations be brought back in a presentation to go over again or have the Superintendent provide an update on where the recommendations currently stand. Member Phillips shared that B/AAAB just made it very clear on what we failed on as a District. As a Board, Member Phillips, believes that they need to first start by admitting to this failure. Member Singh shared that he takes expulsions and expulsions very seriously, and we need to rethink when we have conversations, so we can culturally understand what are causing these issues. President Rhodes shared that he doesn't want to be a Board that continually perpetuates harm to our Black and Brown students. Specifically, the Black and Brown students that are at the farthest at the margins. One thing that we want to do as a Board is to have a Board liaison for B/AAAB, so that there is a Board member in the space with them to hear what is discussed.

9.7 Audit of Contracts Process Update (Rose Ramos)

Rose Ramos shared an update on the audit of contracts process. The District is in the process of securing quotes. The selection is to be completed by June 2023, and an audit/review is to be completed by August/September 2023.

Public Comment:

Nikki Milevsky

Board Comments:

Member Jeane wanted to know when the selection is completed, is it something that is approved by the Board. Rose Ramos shared that unless it was a major item that needs Board approval, staff would simply approve the selection by following the purchasing rules. Member Jeane followed up by asking if we are limited to the lowest bid, or if there are other factors that are considered. Rose Ramos shared that typically it would be the lowest bid, unless the firm we found is not able to do some of the work that we are asking them to do.

Member Kayatta confirmed the status of the scope for what we are looking for. Rose Ramos shared that the scope is complete, because we wanted something that is definite that someone could give us a bid on. Member Kayatta asked Rose Ramos what the scope looks like. Rose Ramos shared that the scope includes looking at have we adhered to appropriate processes, appropriate government code, our policies, guidelines, and regulations, and all the bid limits that are put out every year which are posted on CDE's website. Member Kayatta shared that his goal in bringing this forward, is for the Board who is responsible for these contracts to make sure that we are following procedures.

9.8 Legal Services RFQ and Salary Adjustment Update (Rose Ramos and Dr. Cancy McArn)

Rose Ramos shared an update on the 2023-24 contract for legal services and where we currently stand. Rose Ramos shared that a posting of request for qualifications went out on April 26th. The deadline for RFQ submissions is May 24th. The review for submissions will be held May 25th and 26th which may include interviews, and Board approval will be no later than June 22nd. Dr. Cancy McArn shared that the Chief Legal Counsel position will now report directly to the Superintendent and will serve on the Superintendent's cabinet, the job description has been updated, and the salary will be reflected in the Superintendent's Cabinet salary schedule to a range of \$195,981-\$245,876.

Public comment:

No public comment

Board Comment:

Member Kayatta thanked staff for working on this request and shared that he is happy to share within his network to assist with securing a candidate for the position.

Member Singh asked if the Chief Legal Counsel will be a head of our labor relations. The Superintendent stated that with the current position, legal counsel acts as a liaison as an in between for labor relations activities, to assist with MOU language, interacting with HR and payroll, and making sure that we are operationalizing agreements properly.

Member Jeane thanked staff for their work.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Board Policy 3100 (Rose Ramos)

Rose Ramos shared the proposed revisions to current Board policy 3100.

Public Comment:

No public comment

Board Comments:

Member Kayatta explained the revisions that would be made to the policy. Member Kayatta shared that if we are freeing up this 3%, his intention is to not allocate it anywhere.

Member Jeane moved to take action on the revision the policy with a second from Member Kayatta.

Member Pritchett shared her concerns on making the proposed revisions.

Member Villa would like to know what the plan for these funds will be.

Member Jeane shared that these funds will be part of the budget development conversations that we plan to have in May.

Member Phillips shared her understanding of these funds and got confirmation from the Board.

Member Singh shared that 2% is what we need to hold as a minimum, and the funds that would be freed up should be spent to benefit our children.

Member Villa shared if this money is going to be freed up, she wants real direct impacts and for the money to go to our students.

The Board voted 5-2 to move this item into action.

Member Kayatta made a motion to move the item to approve with a second from Member Singh.

The Board voted to approve the BP 3100 with a vote of 5-2.

**10.2 Revision to Board Policy 6158- Independent Study
(Yvonne Wright)**

President Rhodes moved to extend the meeting by 50 minutes. The Board voted to extend the meeting with a vote of 6-1.

Yvonne Wright shared the driving governance, proposed the policy revisions for BP 6158, and next steps to update the Administrative Regulations.

*Public Comment:
No public comment*

*Board Comment:
Member Jeane made a motion to approve the revisions to BP 6158 with a second from Member Kayatta.*

The Board voted 7-0.

11.0 COMMUNICATIONS

11.1 Superintendent's Report (Jorge A. Aguilar)- No report

11.2 President's Report (Chinua Rhodes)- No report

11.3 Information Sharing by Board Members

Member Jeane mentioned the upcoming WASC taking place at American Legion on Sunday afternoon.

Member Singh shared the "Know Your Rights" meeting taking place at Hiram Johnson on Wednesday at 6:15pm. Member Singh shared that the Tahoe Elementary basketball team is currently in the playoffs.

Member Villa shared the Sac Clean Air Celebration taking place at Fern Bacon from 8:30am-11:30am, Community Engagement event in partnership with Friends From the Library in Colonial Heights, and Healthy Kids Day at Sacramento YMCA from 10am-12pm. All events will be taking place this Saturday.

Member Phillips shared a meeting taking place this Sunday, April 30th from 9:30am-11:30am at the Congregation B'nai Israel in the chapel to discuss institutional racism in our public schools.

Member Pritchett shared details from the Wide Open Walls that took place at Abraham Lincoln.

12.0 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.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose Ramos)

12.1b Approve Personnel Transactions (Dr. Cancy McArn)

12.1c Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of March 1-31, 2023 (Rose Ramos)

12.1d Donations to the District for the Period of March 1-31, 2023 (Rose Ramos)

12.1e Approve Minutes for the March 13, 2023, Special Board of Education Meeting (Jorge A. Aguilar)

12.1f Approve Minutes for the March 16, 2023, Regular Board of Education Meeting (Jorge A. Aguilar)

12.1g Approve Perkins V-Comprehensive Local Needs Assessment Members (Lisa Allen)

Member Jeane pulled 12.1e for discussion.

President Rhodes moved to approved all other items on the consent agenda. The Board voted to approve all items on the consent agenda with the exception of 12.1e by a vote of 7-0.

Member Jeane shared that in item 12.1e, Member Phillips was listed as making a comment that she believes was made by President Rhodes. Member Jeane asked for the name to be changed to reflect who made the comment. Member Jeane moved to approved the minutes with the given amendments. The Board voted 7-0.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

13.1 Enrollment and Attendance Report for Month 6, Ending Friday, February 24, 2023, and PO Board Report for the Period of February 15, 2023, through March 14, 2023 (Rose Ramos)

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *May 4, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ May 18, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting

15.0 ADJOURNMENT

President Rhodes adjourned the meeting at 11:06 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

Meeting Date: June 22, 2023

Subject: Approve Minutes for the May 4, 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 May 4, 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 May 4, 2023, Regular Board of Education Meeting will be available Monday, June 19, 2023.

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

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)
Liam McGurk, Student Member

Thursday, May 4, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2022/23-28

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:40 p.m.

Members Present:

*President Rhodes
Member Kayatta
Member Singh
Member Pritchett*

Members Absent:

*Member Villa
Member Phillips
Member Jeane
Student Member McGurk*

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 (One Potential Case)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Government Code 54956.8-Conference with Real Property Negotiators
Property: 3200, 3301 37th Avenue, Sacramento, CA 95824
Agency Negotiator: Superintendent or designee
Negotiating Parties: SCUSD and La Familia
Under Negotiation: Price and Terms*
- 3.5 *Government Code 54957—Public Employee Performance Evaluation
(a) Superintendent*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:46 p.m.

- 4.1 *The Pledge of Allegiance was led by Superintendent Aguilar*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student introduced by Board President Chinua Rhodes*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

No announcements of action taken in closed session

6.0 AGENDA ADOPTION

Member Phillips made a request to move action items to the top of the agenda and information items down. Member Pritchett requested to move 9.3, 9.4, and 9.5 to the top of the agenda. Members Phillips pulled back her consideration. Member Pritchett made a motion to move 9.3, 9.4, and 9.5 ahead of item 8.0. President Rhodes made a friendly amendment to move 9.2 up as well. Member Pritchett accepted the amendment with a second from President Rhodes.

The Board voted 4-1 with Member Phillips abstaining, and Member Villa and Member Jeane absent.

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; (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.

*Karla Faucett
Debra Durazo
Esther Gonzalez
Olivia Minor
Karen Brown
Angie Spagner
Celia Ortiz
Frank DeYoung
Richard Own
Regi Brown
Daniel Hernandez
Garrett Kirkland
Bao Moua
Steve Flack
Alan Daurie
Nick Vargas*

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- David Fisher shared his appreciation for rescinding BP 3100. He shared that he is looking forward to the budget discussion on tonight's agenda, however, he voiced the fact that District staff have not provided sufficient information prior to the Board meeting. Mr. Fisher shared that the District's budget projections are inaccurate. Mr. Fisher shared that it is important for the Board to fully understand the budget and supply the necessary guard rails, so that every student has a fully credentialed teacher in the classroom, and that today's students receive today's resources, for today's services.*
- *SEIU- The Vice President of this region for SEIU, Akbar Bibb, introduced himself and shared his support for Karla. Karla shared asked why is it so difficult for the District to respond when she submits a request in for information. Karla shared that she has been waiting since March 3rd to find out how many of her members have received vaccines, and the stipend for non-vaccinated, all the work injuries of*

classified employees that have happened in the last 2-3 years, waiting on the status of her CBA, she is unable to get a date set to open bargaining, and how we are past open enrollment for vision and her members are having issues with getting a second pair of glasses.

- *TCS- Alan Daurie shared that his bargaining groups support Superintendent Aguilar, and we are not trying to manipulate this Board, but he voiced his concern for the new members and hopes that the new members can remember their vision of why they became Board members. Mr. Daurie stated that the Superintendent cares about the kids and he's worried that he will be replaced with a puppet Superintendent.*
- *Teamsters- Mr. Daurie continued from his TCS report and led into his Teamsters report. Mr. Daurie looks forward to bargaining with his 2 groups and for the professional that we had before, and he's confident this District can do it. Mr. Daurie reiterated for the Board to remember what they were elected for and what they wanted to accomplish when they were elected to serve, and not just who paid for their election.*
- *UPE-Principal Kirkland shared that UPE is in full support of SEIU. UPE has been trying to voice their concern for safety, and showed the members a picture of one of the Principals that was assaulted by a student. Principal Kirkland shared that we cannot provide the learning and the teaching to our students when they are not safe.*

8.2 District Advisory Committees:

- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- Nate Dobernack shared that the committee continues to meet on a bi-weekly basis, and with the recent hire of Krystal Thomas, they are back in action.*
- *Student Advisory Council- No update*
- *Black/African American Advisory Board- No update*

8.3 Student Member Report (Liam McGurk)- President Rhodes shared that moving forward the student Board member will be sharing updates during the information sharing by Board members portion of the agenda.

9.0 SPECIAL PRESENTATION

9.1 AB 1200 SEIU Transportation (Rose Ramos)

Jesse Castillo presented on the key provisions of the MOU and financial considerations.

*Public Comment:
No public comment*

*Board Comment:
President Rhodes to make a motion to move with a second.
The Board voted 4-0 with Member Villa, Member Pritchett, and Member Jeane absent.*

9.2 Hmong American Day Resolution No. 3318 (Board President Chinua Rhodes)

Susan B. Anthony's Principal, Bao Moua, presented the Hmong Day Resolution No. 3318.

*Public Comment:
Sao Vue
Charity Vang
May-Va Vang*

*Board Comment:
Member Phillips shared her support for the Hmong American Day resolution.
Member Singh shared that he understands the power of having immersion programs and the importance of knowing your history, and being able to talk about your history.
President Rhodes thanked everyone for coming out to present and he shared his support of the resolution.*

The Board voted 5-0 with Member Villa and Member Jeane absent.

9.3 Approve Recognition of School Principals' Day Resolution No. 3316 (Dr. Cancy McArn and Dr. Tiffany Smith-Simmons)

David Van Natten and Christina Villegas presented Resolution No. 3316 which is the Recognition of Schools Principals' Day.

*Public Comment:
No public comment*

Board Comment:

Member Pritchett thanked all the administrators at the District for their selfless courage, and love that they have for their sites and students.

Member Singh noted a typo in paragraph 5. Member Singh shared that he has had the pleasure of building some relationships over the past several months with some of the principals in his trustee area.

Member Phillips wants the Board to be in full support of our principals, so they can continue to do their jobs appropriately on site.

President Rhodes shared this thanks for school site staff and administrators.

The Board voted 5-0 with Member Jeane and Member Villa absent.

*9.4 2023-2023 Classified Champions Award
(Dr. Tiffany Smith-Simmons)*

David Van Natten shared that tonight we are recognizing 58 outstanding employees. Staff were recognized in the form of a slideshow and awarded with apple awards.

*Public Comment:
Diana Flores*

*Board Comment:
No Board Comment*

*9.5 2022-2023 Teacher of the Year
(Dr. Tiffany Smith-Simmons)*

David Van Natten shared that there were 300 submissions this year, and after the vetting process, over 100 teachers submitted applications. The teachers of the year were both recognized and awarded with apple awards.

*Public Comment:
No public Comment*

*Board Comment:
No Board Comment*

*9.6 Approve Resolution No. 3317: To Approve the Urban and Community Forestry Grant Program Application
(Rose Ramos)*

Nathaniel Browning shared that this grant opportunity is for up to \$30 million for the creation of an urban forestry and green school yard project at 13 of our sites. The 13 sites that were selected were picked using the facilities master plan equity index. The schools include: Abraham Lincoln, Bret Hart, Earl Warren, Ethel Phillips, Isador

Cohen, John Bidwell, New Joseph Bonnheim, John Sloat, John Still, Luther Burbank, Parkway, and Woodbine.

*Public Comment:
No public comment*

*Board Comment:
Member Phillips asked if allergies will be taken into consideration when selected trees for the urban forest. Mr. Browning shared that there will be planning and community engagement committees at each of the sites to gather wants and needs from the community.
Member Singh shared his support for this resolution.
Member Kayatta thanked Mr. Browning for his work.*

President Rhodes made a motion to approve with a second from Member Phillips.

The Board voted 5-0 with Member Villa and Member Jeane absent.

9.7 Budget Investments Update (Rose Ramos)

Rose Ramos shared that staff will be presenting on District priorities for 2023-24. Staff shared investments that fall under high quality instruction to meet the needs of all students, MTSS, culturally responsive professional learning, effective talent programs focused on recruitment and retention, and network upgrades and centralized workforce processes.

*Public Comment:
David Fisher*

*Board Comments:
Member Singh is excited about the Anti-racist/Anti-bias training that has been long overdue. Member Singh is looking forward to looking into better athletic equipment. Member Singh would like to know how will be sustain the numbers, if we are being told we don't have the funds. The Superintendent shared that these are proposals that staff are making to the Board, and this is simply preparation for budget adoption and when the Board will share what they want the budget to look like for the 2023-24 fiscal year.
Rose Ramos shared that there are quite a bit of items, and the Board will be discussing which items they would like to move forward with which would become effective July 1, 2023, for the coming year. Some of these items would be staggered and would take place over time, like the textbook adoption. Ms. Ramos shared that she wants the Board and community to know what the cost to implement what our*

needs are, and she knows that we cannot agree to all items presented but wants to share that is how great our needs are for the district. The Superintendent shared that staff could present our best thinking of the impacts that it would have on the budget, and these are the things that the Board will want to consider prior to the budget adoption in June. Member Pritchett requests investing into elementary school sports programs which she didn't see in the presentation but is wondering if this is something that can be added in for discussion. Member Pritchett would like to see safety included and the amount needed to invest in safety. Member Pritchett would like to see more investments in special education and how we can provide more training for staff, so we are not lacking in resources for our special education students. Member Pritchett said that we have fantastic CTE programs, and she just learned that the CTE program at Rosemont High School got cut dramatically and would like to see what we can do to support these programs, and even roll them out at additional schools. Rose Ramos shared that elementary sports is built into our budget and ongoing, so it is already in there. As far as safety and security, the infrastructure piece is covered by the bond, so Measure H is funding safety. Our safety plan that is undergoing an assessment right now, will include the cost for that, so that has a funding piece. Member Pritchett shared that since safety is under the bond, when we talk about needing additional resources, she wanted to know if this was a conversation we would need to have about the bond. Ms. Ramos shared that the resources covered under the bond are the infrastructure (i.e., additional cameras, surveillance equipment, fencing, and those kinds of items), and for staffing, that is covered by general funds. We expanded safety staff last year, and it is included in the budget moving forward. Member Pritchett shared that she would like to see mental health services included as well. Member Kayatta had created a list of potential investments, and other Board members have voiced the same interests, so he is excited to see that the Board is on the same page. Member Kayatta confirmed that the potential investments being discussed in the presentation would be new investments that we are not already funding. In terms of expanding support for IEP teams, Member Kayatta is looking forward to expanding support within special education. Under workforce processes, Member Kayatta wanted to know why the items listed were ongoing expenses. Bob Lyons shared the ongoing costs are for licensed software and upkeep on servers. Bob Lyons shared that we anticipate the price to reduce after the first year, but no estimates have been provided at this time. Member Kayatta requested to tie LCAP into these proposed investments when possible.

Member Singh made a request to the Superintendent to have a presentation brought to the Board on safety.

President Rhodes shared that things that stuck out to him and that he is excited about are the dual immersion expansion work, increasing school site discretionary funds, and safety. President Rhodes agrees that connecting LCAP goals to these things that we are looking to make investments in is important. President Rhodes shared the importance of including VAPA and the arts. President Rhodes shared that the work that the CARE team and their department does is through grant funding, and he would like to see what it would look like having the CARE team more ingrained in what we do as a District. President Rhodes shared sports in elementary schools is important as well. President Rhodes would love to have these conversations within the community with school site teachers, parents, and staff to gather buy-in from our community members.

Member Phillips asked if we have ever considered different methods of language delivery for students, like Black students, and using certain vernacular or code switching. Shannon Pella shared that as we are teaching foundational early learning literacy skills, all the research suggests that heritage languages and home languages is all part of learning any language. Part of the repertoire and approach is not just to value and engage, and respect kids using heritage and home languages, but to tap into those assets and build upon them and use them to bring that into the learning.

Regarding dual immersion programs and expansion, President Rhodes wanted to know where these programs would be housed and available for the community. The Superintendent shared that we have not done that analysis, but we do have programs at school sites, so we know we have the teachers, so we would want to create pathways that make sense. We would want to hear from communities to see where they would like these programs based out of, but ultimately, we feel that we have the capacity, and we capitalize on where we already have these programs in place.

9.8 Ad Hoc Committee (Board President Chinua Rhodes)

President Rhodes will be appointing three Board members to the legislative ad hoc committee that will meet monthly. President Rhodes shared that the people he is proposing to appoint today are Member Jeane, Member Phillips, and Member Pritchett.

*Public Comment:
No public comment*

Board Comments:

Member Kayatta knows that Member Jeane has expressed a lot of interest in this, so he appreciates the inclusion of her at the dais. Member Kayatta requested that this committee include any policy-based resolutions or anything pertaining to public policy, so he is proposing a policy and legislation committee.

Member Singh supports the idea of the slight amendment that Member Kayatta is proposing, especially when it comes to certain resolutions.

Member Phillips looks forward to working on the committee and providing context to many things. Member Phillips wants to ensure that she will be able to participate fully in this committee, and that all members participating will have an open mind, because there will be conflict and conversations around tone deafness and racism. Member Phillips knows that we can do good things and work together, but just wants to ensure that the members in the committee are all comfortable with the challenges and it is a safe space to hold conversations. On the record, Member Phillips shared that on this committee, if she gets whitewashed, tone policed, or micro aggressed against, she will say something. Members Phillips wants to feel comfortable and know that she is in a safe space to participate fully.

Member Singh shared that he hears Member Phillips, and he values and respects her voice and opinions, and he thinks we need to find a way to acknowledge one another and work together.

The Board voted 5-0 with Member Jeane and Member Villa absent.

9.9 Contract for Professional Services for District Governance (Superintendent Jorge A. Aguilar)

The Superintendent brought forth the contract for the Council of Great City Schools for professional services for District Governance. The contract length is 24 months with a two-year term cost of \$60k or \$40k if the Board approves unanimously so long as a Board implementation timeline is met. The Board implementation timeline is developed by Board and governance facilitator team within 3 weeks after governance orientation. If Board implementation timeline is not met over the course of the contract, maximum cost for contract is \$100k per year with a unanimous vote or \$150k without unanimous vote. Cost is exclusive of travel expenses (not to exceed \$2500 per facilitator, per trip). Items that would contribute to maximum contract cost include additional in-person training and additional “coaching support” for governance body (individual or group).

*Public Comment:
No public comment*

Board Comment:

Member Kayatta shared that the fact that we are bringing this contract forward that we recognize and are not blind to the fact that we have not focused enough on student outcomes. The group that the Board would be working with, if the contract is approved, is unapologetically focused on student outcomes.

Member Singh agrees with what Member Kayatta about holding ourselves accountable, and he added that we need to hold ourselves accountable to implement the ideas that will be provided by the Council of Great City Schools. If we are going to hire someone, we need to adhere to and follow their recommendations.

Member Phillips shared that we will not receive a prescription as to how to improve. We are the ones who are building in terms of success for our students at this District. We should be fully committed to get this done as fast as we can, or there will be consequences. Member Phillips believes we can do this, but we need to put egos aside.

Member Phillips made a motion to move with a second from Member Pritchett.

The Board voted 5-0 with Member Villa and Member Jeane absent.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Revision to Board Policies 0420.4, 0420.41, 0420.42, 0420.43 (Charter School Authorization, Oversight, Renewal, Revocation) (Amanda Goldman)

Amanda Goldman shared that her goal tonight is to build toward a shared understanding in service of updated and legally compliant policies and practices. Ms. Goldman shared understanding of key terms around charter schools, Assembly Bill (AB) 1505, changes under AB 1505, and SCUSD Board policies.

*Public Comment:
No public comment*

Board Comments:

Member Pritchett welcomed Amanda Goldman to SCUSD. Member Singh would love to learn more around the changes in AB 1505 and discuss this with Ms. Goldman to see how this benefits our students and how it falls into the public school system.

11.0 COMMUNICATIONS

11.1 Superintendent's Report (Jorge A. Aguilar)- The Superintendent just wanted to join the Board in all the honoring done around staff at all levels today during the Board meeting. These are all individuals that we rely on every day to support our students across the district. Superintendent shared that this week is School Lunch Hero Week, and he wanted to highlight and show support for the nutrition services staff. On Wednesday, it is National School Nurse's Day. Next week, we will be celebrating teachers for National Teacher's Appreciate Week. Superintendent wanted to share that Nutrition Services were awarded a grant from the California Department of food and agriculture to plant organic lettuces at Soil Born Farms for the next 3 years for our student salad bars. There is free summer programming this summer which will be no cost to families. Lastly, the Superintendent shared the upcoming Wide Open Walls event at Rosa Parks.

11.2 President's Report (Chinua Rhodes)- President Rhodes reiterated the upcoming Wide Open Walls event at Rosa Parks on May 20th. On May 15th, there is a garden cleanup taking place at Rosa Parks, if anyone is interested in volunteering. This week, there is an event called "Rock the Block" in Oak Park where volunteers are also needed.

11.3 Information Sharing by Board Members-Member Singh thanked President Rhodes and Member Phillips for attending the safety conversation that took place at Hiram Johnson last night and shared those that attended to present and answer questions. Member Singh hopes to see more Board members attend these conversations in the future. Member Pritchett expressed the tragedy that took place at Rosemont High School today, and she shared that she sees and sees those in her community and appreciates those who have reached out. She thanked the Superintendent and Ray Lozado and asked that we have an assembly at Rosemont High School around what happened and the use of drugs and the effects of them. Member Pritchett would like additional emergency drills and shared that safety presentations need to be ongoing. Ironically, it's Mental Health Awareness Month and she would like to see what more we can be doing to help our students. Member Phillips shared the upcoming forum on May 7th at Congregation B'nai Israel around local responses addressing racist disparities. Member Phillips shared that there is so much trauma related around law enforcement and it's important for us to know our rights.

12.0 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.

12.1 Items Subject or Not Subject to Closed Session:

*12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion
(Rose Ramos)*

12.1b Approve Personnel Transactions (Dr. Cancy McArn)

*12.1c Approve Albert Einstein field trip to Ashland, OR from May 31-June 2, 2023
(Lisa Allen)*

The Board voted 5-0 with Member Villa and Member Jeane absent.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information

13.1 Enrollment Report - Month 7 (Rose Ramos)

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *May 18, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ *June 8, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting*

15.0 ADJOURNMENT

President Rhodes adjourned the meeting at 10:41 p.m.

Jorge A. Aguilar, Superintendent

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

Meeting Date: June 22, 2023

Subject: Approve Minutes for the May 18, 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 May 18, 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 May 18, 2023, Regular Board of Education Meeting will be available Monday, June 19, 2023.

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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Putting
Children
First

AMENDED
**BOARD OF EDUCATION
MEETING AND WORKSHOP**

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)
Liam McGurk, Student Member

Thursday, May 18, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2022/23-29

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

President Rhodes called the meeting to order at 4:31 p.m.

Members Present:

President Rhodes
Member Jeane
Member Kayatta
Member Villa

Members Absent:

Member Phillips
Member Singh
Member Pritchett
Student Member McGurk

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. 2023020508, OAH Case No. 2023020910, and United States District Court, Eastern District of California, Case No. 2:19-CV-01768-DJC-KJN)*

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

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

3.4 *Education Code 48918- The Board will hear staff recommendation on the following student expulsions: Expulsion# 20, 21, 22, and 23 2022/2023 (Lisa Allen and Stephan Brown)*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 7:13 p.m.

4.1 *The Pledge of Allegiance was led by Superintendent Aguilar*

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Taylor Kayatta*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There are 2 announcements coming out of closed session:

- *The Board approved a special education settlement identified as OAH case number 2023020508 by a vote of 4-0 with Member Singh, Member Phillips, and Member Pritchett absent.*
- *The Board approved a settlement agreement to resolve litigation with the Black Parallel School Board, by a vote of 5-0 with Member Phillips and Member Pritchett. Further information about material terms of the settlement will be provided after the agreement is executed by both parties.*

6.0 AGENDA ADOPTION

President Rhodes has requested to remove item 12.If from the consent agenda since it was a misprint and not anything that the Board has discussed together. President Rhodes requested to move communication items 8.0 under agenda items 9.3 as well.

The Board approved the motion unanimously.

7.0 PUBLIC COMMENT

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; (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.

*Richard Owen
Leticia Bucio
Daniel Hernandez
Slyvia Stephenshaw
Hope Chan
Erica Chan
Josephine Zack
Christopher Noey
Chutharat Sue Tong
Kaylee Tam
Joe Stephenshaw
Amy Liu
Mike Falk
Jim Stanley
William Downer
Peyton Newton
Deitra Newton
Thao Nguyen
Abraham Lo
Jer Lo
Shana Just
Blaze McGee
Shannon Schmidt
Ken O'Flaherty
Tyler Kay Baird
Sgtmas Esparza
Monica Harvey
Emma Bailey
Franschelle Brown
Ursula Dewitt*

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- David Fisher took time to recognize all the hard-working teachers, educators, and other certificated staff who despite the chronic understaffing have continued to go above and beyond the call of duty. David Fisher shared the recent MOU that has been signed by the Superintendent that was an agreement to settle the strike last year, and*

because he failed to honor the original agreement, staff who performed extra work last year will receive an additional 7% in interest payments. David Fisher shared that it is time for the Board to right the ship.

- *SEIU- No update*
- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 District Advisory Committees:

- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- No update*
- *Student Advisory Council- No update*
- *Black/African American Advisory Board- No update*

8.3 Student Member Report (Liam McGurk)- No update

9.0 SPECIAL PRESENTATION

9.1 State Seal of Biliteracy/ Seal of Civic Engagement (Dr. Olga Simms, Melanie Bean, and Linda Kingston)

Dr. Olga Simms shared that the State Seal of Biliteracy is a recognition by the State Superintendent of Public Instruction for graduating high school students who have gained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. Linda Kingston will be presenting the second year of Seal of Civic Engagement and congratulating all of our students.

*Public Comment:
No public comment*

*Board Comments:
No Board comments*

9.2 Approve the Recognition of the 25th Anniversary of Parent Teacher Home Visits Resolution No. 3312 (Kelley Odipo and Gretchen Viglione)

Gretchen Viglione thanked Superintendent Aguilar for recommending this resolution along with all the District staff that help bring this resolution before the Board. Parent

Teacher Home Visits is a program that was founded in Sacramento in 1996 with a partnership from Sacramento Area Congregations Together, Sacramento City Unified School District, and SCTA. All partners have worked together on this program which facilitates relationships between home and school for the last 25 years. This program has been so successful that it is now in 28 states across the country, and now, internationally in Canada.

Public Comment:

David Fisher

Board Comments:

Member Kayatta thank everyone who is involved in this program, and agrees with David Fisher's comment on how this is what we are supposed to be doing within this District, and bringing everyone within our community who want to help our kids together.

Member Jeane shared that this is one of the first programs she heard about when she was running, and she is amazed with the cooperating, committing, and dedicating that takes place together.

Member Villa shared her congratulations and thanked everyone involved for making a difference in our community.

Member Singh shared that this is one of the first things he learned about when he was running for school board. He has yet to go on a visit, but he would love to do that sometime soon.

Member Phillips shared that it takes a village to educate a child and she shared her experience participating in a parent-teacher home visit.

President Rhodes shared how fantastic the parent-teacher home visit program is.

The Board voted 6-0 with Member Pritchett absent.

9.3 Approve Asian American and Pacific Islander Heritage Month Resolution No. 3324 (Board Member Jasjit Singh)

Member Singh shared that May is Asian American and Pacific Islander Heritage Month and this month we celebrate the diversity of cultures and breadth of achievement, and the remarkable contributions of AAPI Communities who found their homes here of indigenous communities for whom these lands will forever be home, and us they're grateful guests and of community leaders shaping brighter futures for us all. Member Singh shared background information on Apollo Sacramento, and read the resolution for American and Pacific Islander Heritage Month.

Public Comment:
No public comment

Board Comment:
Member Jeane thanked Member Singh for bringing this resolution to the Board and appreciated all the education and details that were included in the resolution.
President Rhodes made a motion to approve the resolution with a second from Member Jeane.

The Board voted 6-0 with Member Pritchett absent.

9.4 Mental Health Awareness Resolution No. 3319 (Victoria Flores)

Victoria Flores shared that May 11th is National Children's Mental Health Awareness Day and we know that children can achieve a better quality of life with effective, culturally responsive resources, treatments, and community support within that whole system of care which includes schools. Ms. Flores shared youth risk behavior survey results and recommendations.

Public Comment:
No public comment

Board Comments:
Member Kayatta shared that having this is invaluable to our students and lifting up and normalizing mental health as a priority is just as important as physical health.
Member Villa shared the challenges that students went through during COVID, and thanked Ms. Flores and staff for working with community partners and getting resources out to the students saved so many student lives. Member Villa shared her appreciation for the resolution and work being done, and that this kind of work truly changes the trajectory of people's lives to stay alive and be healthy.

The Board voted 6-0 with Member Pritchett absent.

9.5 SCUSD Strategic Priorities Investments (Rose Ramos)

Rose Ramos and staff presented on additional and greater details of the many budget investment proposals that were presented to the Board at the last Board meeting, and making sure that staff are responding to some of the inquiries that the Board members made about the absence of some items in the initial budget proposals.

President Rhodes made a motion to extend the meeting by 1-hour. The Board voted 4-1 with Member Pritchett and Member Jeane absent.

*Public Comment:
Nikki Milevsky*

Board Comment:

Member Phillips wanted to share with her colleagues that they need to be aware of things that we are trying to decide on how we want to spend on our students and be very specific about who those students are without ignoring other students, especially our Black students. Member Kayatta shared that when he looks at this budget, he is thinking about all the conversations that he has had with our community. Member Kayatta heard that the community was interested in these investments which are critical to having a solid school district for our kids and community, and a desire to strongly invest in our educators and other staff. Member Kayatta shared that his biggest takeaway when he looks at this is that this is not a conversation that should just occur in the Serna Center, but a conversation that we have with our labor partners and community to decide what we are going to do and what we can commit to doing, and what the long-term investment for our district is, not something that we just get done over the next 2-3 years.

Member Singh wanted to discuss the commitment to our Black and African-American students, and the gap that exists. Member Singh wants to know more about how to address students dealing with homelessness and living in foster care, and how to address truancy. Member Singh agrees that these are great ideas and would love to find a space to collaborate with our labor partners and community.

Member Jeane asked for clarification around COLA. Member Jeane wanted to know when enrollment numbers decline and we are not getting those monies, if expenditures decline as well. Ms. Ramos shared that some of them do, but our kids don't necessarily decline in perfect packages, so we can't say with that will come the equivalent of teachers, but we do try to and plan for the reduction, but the students are spread out throughout the District where the decline is happening, so we are still going to have the same operating costs as far as utility bills and some of the supplies. We see a small decline when it comes to staffing, but it is not a one for one. Member Jeane is curious as to why we have a 3.7 million STRS increase when the 9.1 is stagnant all 3 years. Ms. Ramos shared that this is because our increase in our staffing over the last few years and some of the

categories, and also there were some increases in our salaries, so it moves in the same coordination with that. RRM is the Routine Restricted Maintenance account, and that goes to pay for all of our upkeep of school site facilities (i.e. flooring, painting, and electrical), so that the lifespan of that building is what it should be. Member Jeane wants to know how stakeholders are engaged as we gather these needs and cost out these expenses to meet those needs. The Superintendent shared that these are recommendations made by staff in regard to the work that they are tasked with doing. Many of the staff at Serna have been teachers that came out of the classroom, and leaders that are doing this work around professional development that are working directly with teachers, so all those things are taken into consideration, and this is our best proposal based on the expertise in our District. Member Jeane wanted to know if there has been any piloting process to know if these programs will truly be meeting the needs of the students and the staff that are working with the kids directly. Shannon Pella shared that specific to the Letters and Structured Literacy Program (SIPS), right now we have 4 schools that have purchased the letters program themselves and they are in the first year, and staff and principals are really happy with it. Our coaches at Serna, will be supporting them for year two next year. David Lubin, Father Keith B. Kenny, and John Bidwell have all purchased Letters and are piloting the program. We have schools that are piloting SIPS as well. Member Jeane wants to know if we can afford all this.

The Superintendent stated that we cannot, and is happy to bring back our best projections for a multi-year calculation of what all the proposals would cost and the impacts they would have.

Member Phillips shared that one particular item that she is struggling with is the language immersion program, because she researched information and believes that the expansion of the Mandarin Immersion Program might be problematic. Member Phillips was interested in learning more about the difference between the language immersion program and dual immersion program.

Member Singh wanted to know more about the Emergent Bilingual Program. The term emergent bilingual speaks more to the goal of biliteracy and bilingualism as opposed to a more deficit lens which is sort of embedded in the term English learner. Member Singh shared that the Black Parallel School Board was here earlier and specifically asked for instructional aides to support their students. Member Singh asked, "How is our data informing the decision to spend \$3.6 million dollars to increase support for English learners when I'm seeing

other groups that are deficient, and could that funding be used towards supporting those groups as well?" The Superintendent shared that this is something that funding can go towards, and calculations can be brought to the Board to review. Member Singh wanted to know what funding Victoria's team would need in order to make good on the promises that she made around mental health and wellbeing. Ms. Flores shared that we have far exceeded, especially with these additional ESSER funds. The only thing that has held us back from having staff at every single school is workforce development which has been our biggest struggle. Member Singh was interested in knowing what it takes to have a full-time social worker at every school site. Ms. Flores stated that we currently have 92 that are assisting students and families which includes our vacancies (there are 8 vacancies). Member Singh requested that Ms. Flores provide a breakdown that the Board can look at, so they can see how we can actually get a social worker at each school site. Member Singh wanted to note that he supports sports funding and wants to put it out there.

Member Villa shared that this is going to be really hard and a very critical lens is going to be used to determine what is going to be our priorities moving forward, but what a good problem to have because all of these things are going to take care of so many things for our students and families.

Member Jeane shared that anytime you have a specialty program, you risk keeping the population up enough to sustain the expenses in that program. Member Jeane's concern is if we invest \$5 million dollars now, and the students don't stay in it, then we have to make the really tough cut at some point.

Member Kayatta really appreciates Member Phillips' views on the dual immersion program and these are concerns that we really need to look at for this and for all of our investments. Member Kayatta stated that he does not want something where we have a lot of underperforming students in underserved schools and then we have a couple of magnet schools that are trying to take a handful of kids with our districts or serving the kids who need it the least. However, he sees the benefits to programs like this. Member Kayatta shared that we have an opportunity to make a difference with potential long-lasting programs that we can celebrate, so he wants to make sure that we are doing this correctly.

Member Phillips wants the Superintendent to find out the parameters of how to get into the dual immersion programs. Member Phillips shared that there are barriers to participating in things, like sports.

Member Singh shared that sports actually help kids who otherwise need some sort of support system and discipline. Often times, coaches act as mentors and a type of authority figure without being an authority figure, so Member Singh believes that we can address some of Member Phillips' concerns around barriers to get into sports. Member Singh stated that usually you will see that students who are succeeding in sports are from schools that have access to some of the most quality sports equipment, and our students that do not have access to those things are already at a disadvantage. When you continue to go through a system that does not have those same things, then you are not going to have the same opportunity as a student athlete. There are schools in our District that have high quality sports equipment, sports fields, and students are essentially recruited to go there for their sports abilities. From an equity lens, students from every school should have access to the equipment and the support systems when it comes to sports, so they are able to exceed and excel in sports.

President Rhodes made a motion to postpone items 10.1 and 10.2 to a future meeting with a second from Member Villa.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Carbon Neutral Goals and Guidelines for SCUSD Buildings (Rose Ramos)-Presentation postponed to future meeting.

10.2 Revision to Board Policies 0420.4, 0420.41, 0420.42, 0420.43 (Charter School Authorization, Oversight, Renewal, Revocation) (Amanda Goldman)- Presentation postponed to future meeting.

11.0 COMMUNICATIONS

11.1 Superintendent's Report (Jorge A. Aguilar)- No report

11.2 President's Report (Chinua Rhodes)-No report

11.3 Information Sharing by Board Members- No report

12.0 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.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Resolution No. 3320 Chavez-Kemble Elementary School Rebuild Project Mitigated Negative Declaration (Rose Ramos)

12.1b Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose Ramos)

12.1c Approve Personnel Transactions (Dr. Cancy McArn)

12.1d Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of April 1-30, 2023 (Rose Ramos)

12.1e Donations to the District for the Period of April 1-30, 2023 (Rose Ramos)

12.1f Approve Staff Recommendations for Expulsions # 20,21,22, 23, and 24 (Lisa Allen and Stephan Brown)

12.1g Approve Resolution No. 3325 Authorizing Execution of Delegate Agency Agreement from SETA (Yvonne Wright and Melissa Sigars)

12.1h Approve Resolution No. 3323: Resolution Regarding Board Stipends (Jorge A. Aguilar)

12.1i Approve Business and Financial Information: Purchase Order Board Report for the Period of March 15, 2023 through April 14, 2023 (Rose Ramos)

12.1j Approve Resolution No. 3322 Resolution of intention to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in front of Ethel Phillips Elementary (Rose Ramos)

Member Singh made a motion to pull 12.1f expulsions #20, 21, and 22 with a second from Member Phillips.

The Board voted on the remainder of the consent agenda with a vote of 6-0 with Member Pritchett absent.

The Board voted on item 12.1f expulsion #20 with a vote of 4-2 with Member Pritchett absent. The Board voted on item 12.1f expulsion #21 with a vote of 4-2 with Member Pritchett absent. The Board voted on item 12.1f expulsion # 22 with a vote of 4-2 with Member Pritchett absent.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *June 8, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ June 22, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,
5735 47th Avenue, Community Room, Regular Workshop Meeting

14.0 ADJOURNMENT

President Rhodes adjourned the meeting at 11:46 p.m.

Jorge A. Aguilar, Superintendent

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1n

Meeting Date: June 22, 2023

Subject: Approve Resolution No. 3227: Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in Front of Ethel Phillips Elementary

- 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: Subsequent to the Public Hearing on this resolution, approve Resolution No. 3327, which conveys easement entitlements to the City of Sacramento for a public sidewalk in front of Ethel Phillips Elementary.

Background/Rationale: The City of Sacramento is seeking to acquire a permanent Easement for an installation of a public sidewalk over a portion of Ethel Phillips Elementary School, located at 2930 21st Avenue, in the City of Sacramento. City staff in the Department of Public Works is proposing the project to enhance public safety by installing and widening a public sidewalk, which will provide adequate walkways to Ethel Phillips Elementary and the adjacent neighborhood. The existing public sidewalk was found to be inadequate. The new public sidewalk will be widened within a new location at the frontage of the school's parcel.

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 declares or conveys property and provide notice to a Public Hearing. As such, the Board of Education adopted Resolution No. 3322 at its May 18, 2023 meeting, and it declared the District's intention to convey certain District property located at 2930 21st Avenue, Sacramento, CA 95820, to the City of Sacramento for a public safety easement.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public spaces 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. As such, Resolution No.

3322 was posted in three public places within the District and a Notice of Public hearing was published in The Daily Recorder on June 9, 2023.

Financial Considerations: The City of Sacramento to pay District \$11,700 for the public sidewalk Easement because efforts to widen the sidewalk require a larger easement area than the one currently in place at the site.

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution to Convey Easement Entitlements to the City of Sacramento for a Public Sidewalk in Front of Ethel Phillips Elementary
2. Legal description and plat map(s) of the Easement area

Estimated Time of Presentation: NA

Submitted by: Rose Ramos, Chief Business & Operations Officer
Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

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

RESOLUTION NO. 3327

**RESOLUTION TO CONVEY EASEMENT ENTITLEMENTS TO THE CITY OF
SACRAMENTO FOR A PUBLIC SIDEWALK IN FRONT OF ETHEL PHILLIPS
ELEMENTARY**

WHEREAS, the Sacramento City Unified School District (“District”) owns the property at Ethel Phillips Elementary School located at 2930 21st Avenue, in the City of Sacramento (“Property”); and

WHEREAS, the City of Sacramento is seeking to acquire a permanent easement (“Easement”) for the access, construction, improvement, use, and operation of a public sidewalk and associated uses on, over, across, and under all that real property situated on the Property, including the relocation of a utility pole guy wire, as outlined in Exhibits A-D to this resolution; and

WHEREAS, on May 18, 2023, the Board of Education adopted Resolution No. 3322, declaring its intention to convey public easement entitlements to the City of Sacramento and providing notice of a public hearing for adoption of this Resolution to convey such entitlements; and

WHEREAS, the City of Sacramento desires to acquire an area of approximately 1,312 square feet for said Easement for \$11,700.

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. Adopts this Resolution conveying public easement entitlements with related facilities to the City of Sacramento for the District’s Ethel Phillips Elementary located at 2930 21st Avenue, Sacramento, CA.
3. Authorizes the Superintendent, or his designee, to review and execute any and all easement entitlements with related facilities, including agreements and plans, to the City of Sacramento as necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 22th day of June 2023, by the following vote:

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

Chinua Rhodes
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF

**CITY OF SACRAMENTO
NO FEE DOCUMENT
Govt Code 27383**

WHEN RECORDED MAIL TO

CITY OF SACRAMENTO
Real Estate Services
915 I Street, 2nd Floor
Sacramento, California 95814

NO TRANSFER TAX DUE per R&T Code 11922
Grantee is a Government Agency

SPACE ABOVE THIS LINE FOR RECORDERS USE

ACQE-23-01-00
RESS File #

01007382-010-PA-PJ
Escrow #

019-0102-003
Portion of APN

EASEMENT FOR PUBLIC SIDEWALK AND PUBLIC UTILITIES

Sacramento City Unified School District who acquired title as South Sacramento School District of Sacramento County, a political subdivision of the State of California (Grantor)

hereby grants to

CITY OF SACRAMENTO, a municipal corporation (Grantee)

an easement for the access, construction, improvement, use, and operation of public sidewalk and associated uses on, over, a cross, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

and an easement for public utilities on, over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED AS EXHIBIT 'C'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'D'

The Grantor(s), for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right-of-way hereby conveyed by reason of the location, construction, or maintenance of said easement.

**Sacramento City Unified School District who acquired title as
South Sacramento School District of Sacramento, a political subdivision
of the State of California (Grantor)**

Dated: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION
APN: 019-0102-003
Page 1 of 2

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF LOT 56 AND LOT 57 AS SAID LOTS ARE SHOWN ON THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 21ST AVENUE, (FORMERLY OAKLAND AVENUE), SAID POINT BEING WITHIN SAID LOT 57 AND BEARS SOUTH 26° 48' 08" WEST, 188.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 57; THENCE FROM SAID **POINT OF BEGINNING** ALONG SAID SOUTHERLY LINE OF 21ST AVENUE, SOUTH 89° 50' 07" WEST, 85.47 FEET TO A POINT ON SAID SOUTHERLY LINE AT THE COMMON LOT LINE OF SAID LOT 57 AND LOT 56; THENCE CONTINUING ALONG SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 89° 50' 07" WEST, 178.15' FEET TO A POINT ON SAID LINE; THENCE LEAVING SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 00° 09' 53" EAST, 7.30 FEET TO A POINT; THENCE NORTH 88° 44' 35" EAST, 135.64 FEET; THENCE NORTH 89° 05' 25" EAST, 42.54 FEET TO A POINT ON THE COMMON LOT LINE OF SAID LOT 56 AND LOT 57; THENCE CONTINUING INTO SAID LOT 57 NORTH 89° 05' 25" EAST, 85.49 FEET TO A POINT; THENCE NORTH 00° 09' 52" WEST, 3.05 FEET TO THE **POINT OF BEGINNING**. CONTAINING 1,312 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE MOST SOUTHERLY SUBDIVISION LINE OF THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY. SAID REFERENCE BEARING BEING NORTH 89° 54' 00" EAST.

SEE EXHIBIT B, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A
LEGAL DESCRIPTION
APN: 019-0102-003
Page 2 of 2

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

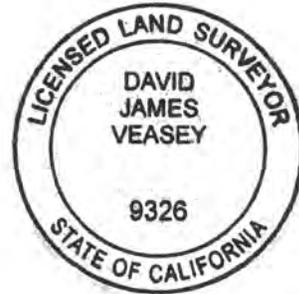


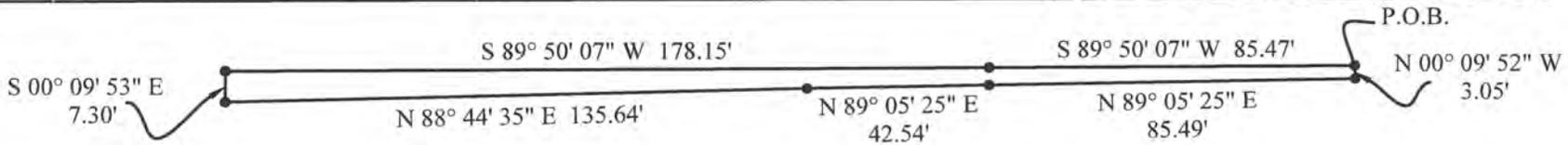
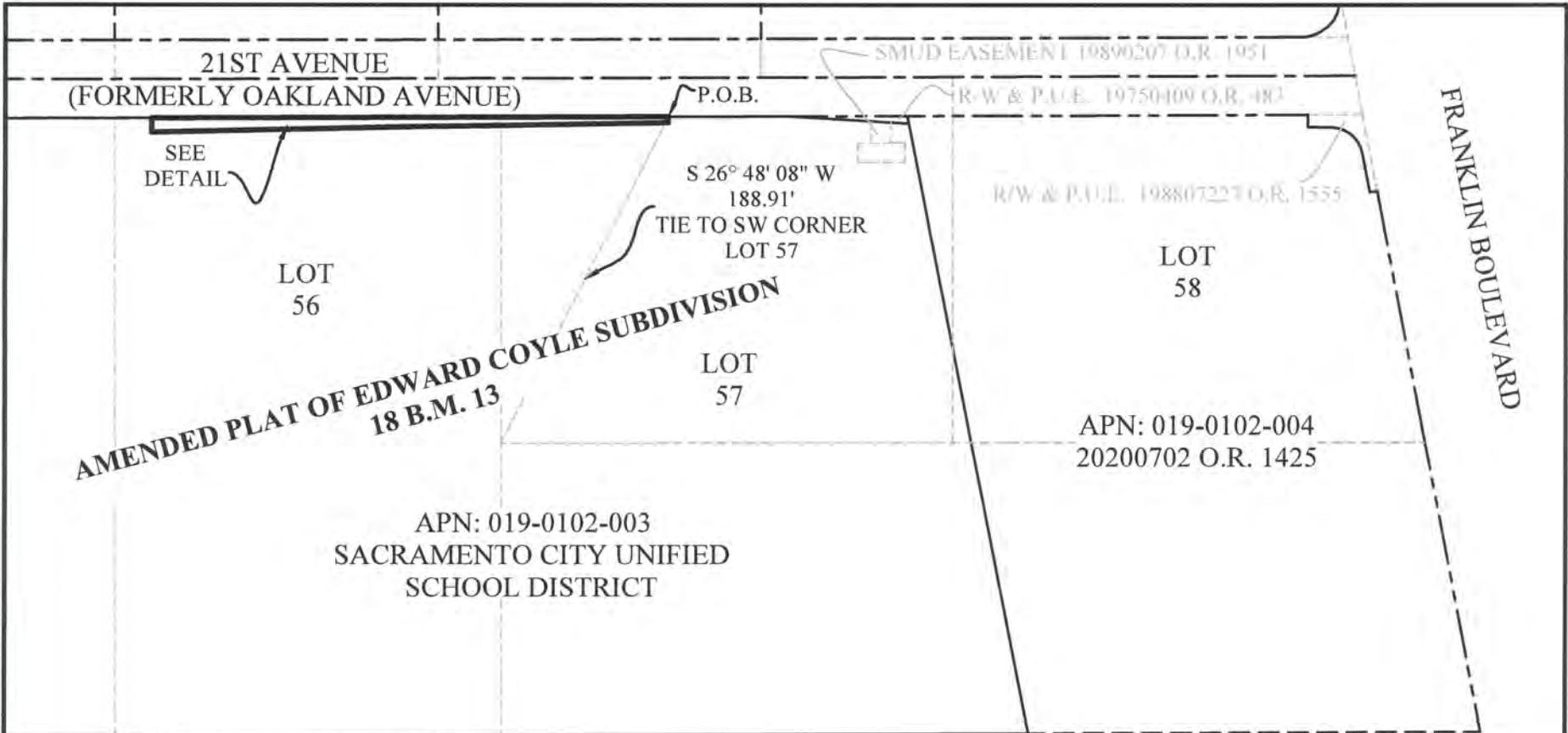
DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2025

5-31-2023

DATE





TOTAL AREA OF
EASEMENT PARCEL
1,312 SQ. FT.



DETAIL
N.T.S.



SCALE:
1" = 80'

EXHIBIT B
APN: 019-0102-003
CITY OF SACRAMENTO

MAY 2023

EXHIBIT C
LEGAL DESCRIPTION
APN: 019-0102-003
UTILITY EASEMENT
Page 1 of 2

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 56 AS SAID LOT IS SHOWN ON THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 21ST AVENUE, (FORMERLY OAKLAND AVENUE), SAID POINT BEING WITHIN SAID LOT 56 AND BEARS SOUTH 89° 50' 07" WEST, 27.72 FEET FROM THE NORTHEAST CORNER OF SAID LOT 56; THENCE FROM SAID **POINT OF BEGINNING**, LEAVING SAID SOUTHERLY LINE INTO SAID LOT 56 SOUTH 00° 09' 53" EAST, 6.00 FEET TO A POINT; THENCE PARALLEL TO SAID SOUTHERLY LINE, SOUTH 89° 50' 07" WEST, 6.00 FEET TO A POINT; THENCE NORTH 00° 09' 53" WEST, 6.00 FEET TO A POINT ON SAID SOUTHERLY LINE OF 21ST AVENUE; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 50' 07" EAST, 6.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 36 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS IDENTICAL TO THAT OF THE MOST SOUTHERLY SUBDIVISION LINE OF THE AMENDED PLAT OF EDWARD COYLE SUBDIVISION, FILED IN BOOK 18 OF MAPS, MAP NO. 13 RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY. SAID REFERENCE BEARING BEING NORTH 89° 54' 00" EAST.

EXHIBIT C
LEGAL DESCRIPTION
APN: 019-0102-003
UTILITY EASEMENT
Page 2 of 2

SEE EXHIBIT D, PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART
HEREOF.

END OF LEGAL DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH
SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

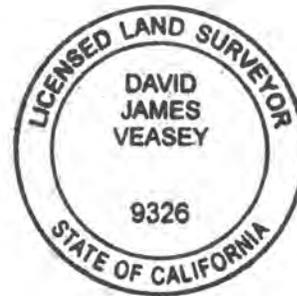


DAVID J. VEASEY

L.S. 9326 EXP. 03/31/2025

5-26-2023

DATE



LOT
35

LOT
34

LOT
33

LOT
32

21ST AVENUE
(FORMERLY OAKLAND AVENUE)

P.O.B.

R/W & P.U.E. 19750409 O.R. 483

SEE DETAIL

NE CORNER
LOT 56

SMUD EASEMENT
19890207 O.R. 1425

S 89° 50' 07" W 27.72'
TIE FROM NE CORNER LOT 56

LOT
55

LOT
56

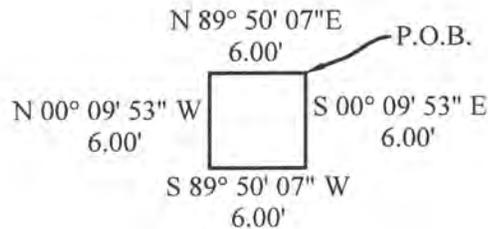
LOT
57

**AMENDED PLAT OF EDWARD COYLE SUBDIVISION
18 B.M. 13**

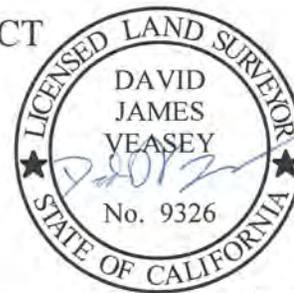
APN: 019-0102-004
20200702 O.R. 1425

APN: 019-0102-003
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

TOTAL AREA OF
EASEMENT PARCEL
36 SQ. FT.



DETAIL NOT TO SCALE



SCALE:
1" = 60'

BASIS OF BEARING N 89° 54' 00" E SOUTHERLY SUBDIVISION LINE OF 18 B.M. 13

MAY 2023

EXHIBIT D
APN: 019-0102-003
UTILITY EASEMENT
CITY OF SACRAMENTO



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1o

Meeting Date: June 22, 2023

Subject: Approve 1-year extensions of Charter Facility Use Agreements

- 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

Recommendation: Approve the Amendments to modify the Facility Use Agreements (FUAs) by extending them from July 1, 2023, to June 30, 2024 for the following charter schools:

1. California Montessori Project, Capitol Campus (Jefferson, 2635 Chestnut Hill Drive)
2. Sol Aureus College Preparatory Academy (Bear Flag, 6620 Gloria Drive)
3. St. Hope Public Schools' Public School #7 (PS7) (5201 Strawberry Lane)
4. St. Hope Public Schools' Sacramento Charter High School (2315 34th Street)
5. Yav Pem Suab Academy (Lisbon, 7555 South Land Park Drive)

Background/Rationale: Proposition 39, passed by California voters in 2000, obligates school districts to provide reasonably equivalent facilities to charter schools that project or enroll at least an Average Daily Attendance of 80 students from the District. The facilities offered must be contiguous, furnished and equipped, and "reasonably equivalent" to District operated schools from where the charter school students would have otherwise attended.

The one-year extension of the FUAs will fulfill the District's Proposition 39 obligations for those respective schools.

Financial Considerations: The District will continue to charge each Charter School its share of the cost for use of the facility.

LCAP Goal(s): Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. Amendment Extending the Facilities Use Agreement with California Montessori Project
2. Existing Facilities Use Agreement with California Montessori Project
3. Amendment Extending the Facilities Use Agreement with Sol Aureus Preparatory Academy
4. Existing Facilities Use Agreement with Sol Aureus Preparatory Academy
5. Amendment Extending the Facilities Use Agreement with St. Hope Public Schools (PS7 and Sacramento High School)
6. Existing Facilities Use Agreement with St. Hope Public Schools (PS7 and Sacramento Charter High School)
7. Amendment Extending the Facilities Use Agreement with Yav Pem Suab Academy
8. Existing Facilities Use Agreement with Yav Pem Suab Academy

Estimated Time of Presentation: N/A

Submitted by: Lisa Allen, Deputy Superintendent

Amanda Goldman, Director II, Innovative Schools

Approved by: Jorge Aguilar, Superintendent

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and California Montessori Project, a California non-profit public benefit corporation ("Non-Profit"), as operator of California Montessori Project, Capitol Campus, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 1, 2016, to July 31, 2021, which became effective on or about June 2, 2016.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021, to June 30, 2022, which became effective on or above June 24, 2021.

WHEREAS, the District and the Non-Profit did not come to an Agreement for an extension of the term in June 2022, leaving both organizations without a current FUA from July 1, 2022, through June 30, 2023.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2023, to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2024.
2. This Amendment shall not alter or affect in any way any *most* portions of the FUA. The FUA will be amended to include the Non-Profit's use of Classroom 1. The community group will be given access to use of space at the Jefferson campus in the evenings through the Civic Center Act or a separate Memorandum of Understanding (MOU). All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Date

Brett Barley
Superintendent
California Montessori Project

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and California Montessori Project, a California non-profit public benefit corporation (“Non-Profit”), which operates California Montessori Project-Capitol Campus, a charter school (“Charter School”). The Non-Profit and District are collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of real property located at Thomas Jefferson Elementary School, 2635 Chestnut Hill Drive, Sacramento, California (“Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Ed. Code, § 47600, *et seq.*) serving students in grades Kindergarten through 8 in the 2016-17 to 2020-2021 school years.
- D. WHEREAS, Charter School desires to use certain District facilities located on the Site for its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocating of facilities under Proposition 39, for the 2016-2017 to 2020-2021 school years.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit.

- 1. Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. Facilities. Use of the Facilities shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Site. The District grants use of the following facilities (“Facilities”) located on the Site as described and/or depicted in Exhibits A and B, which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Agreement.

3. Term. The term of this Agreement shall be from July 1, 2016, to June 30, 2021 (“Term”), unless earlier terminated as provided herein.
4. Facilities Use Fee. Each and every school year, Non-Profit shall pay District a Facilities Use Fee. Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on July 1, 2016, payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States.

The calculation for the 2016-2017 school year Facilities Use Fee and the terms of Facilities Use Fee payments are described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District. The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District’s legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students. Any actual costs for out-of-district students may be paid at the Facilities Use Fee rate or up to market rate, whichever is higher.

5. Over-Allocation. The District reserves the right to collect over-allocation and other applicable fees and reimbursements from the Charter School, pursuant to Title 5, California Code of Regulations, Section 11969.8. The Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2016-2017 school year, and upon which the Facilities are provided, is 227.98.
6. Dispute Resolution. The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the

Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code Section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

(c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District. The Charter School shall not use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

(d) Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities.

(e) Security Badges. The District will provide security badges to the Charter School for its staff. The Charter School will pay for the cost of the security badges. Charter School staff shall wear these badges to use as evidence that they are lawfully on the premises. Charter School is entitled to up to twenty-five (25) District badges. Lost or stolen badges shall be replaced at a cost of \$5.00 per badge.

(f) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Ed. Code, § 38131, *et seq.*) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and

Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

(g) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Site, Charter School shall be responsible for costs incurred.

8. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2016. Said furnishings and equipment will include sufficient desks, chairs and a white board for each classroom. The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.
9. Utilities. District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s), the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default, shall not constitute a breach of this Agreement, and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Thirty (30) days prior to the commencement of the 2016-2017 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for utilities. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall provide the Charter School with a reconciliation of the Charter School's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Charter School for any overpayment or shall invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39 and Education Code section 47614. Charter School and Non-Profit agree that this Agreement is a negotiated agreement, and that upon execution of this Agreement all obligations of the District to the Charter School under Proposition 39 have been satisfied for the Term of this Agreement. Charter School and Non-Profit waive their right to bring legal action for the Term of the Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations. This waiver does not extend to the obligations set forth in the Agreement.

(b) Charter School and Non-Profit acknowledge and agree that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove

the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

13. Operations and Maintenance.

(a) The District shall maintain the Facilities, furnishings and equipment, in good order, condition, and repair. The Charter School will reimburse the District for the costs, including time, labor and materials, to maintain the Facilities in good order, condition and repair. Said costs to the Charter School will be the sum total of: 1) The Facilities Use Fee of Section 4 of the Agreement, and, 2) the actual costs, including salary and benefits, of one District employed Plant Manager assigned to the Site. The District will invoice the Charter School quarterly for the actual costs including salary and benefits, of the District employed Plant manager assigned to the Site. The Charter School will pay said invoice within thirty (30) days of receipt.

(b) The Charter School will provide reasonable workspace for the Plant Manager assigned to the Site.

(c) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District's schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(d) The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2016. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the cost of internet service provided at the commercial rate.

(e) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Exclusive Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions. The Charter School shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee. Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title

24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act, the Fair Employment and Housing Act and all applicable District policies relating to facilities construction (the "Construction Standards"). The District or his designee will identify persons with whom the Charter School can communicate to seek information regarding District policies and to obtain consent for Improvements.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Should the Charter School fail to obtain the prior written consent of the District's Superintendent or his designee for Improvements, the Charter School shall, upon written request by the District, immediately cease making Improvements until such written consent is obtained, and the Charter School shall bear any costs, expenses and liabilities associated with the work stoppage.

Should the Charter School fail to contract and perform the Improvements in accordance with the Construction Standards or fail to adhere to the conditions to the District's consent as described above, the District may, at its sole option, direct that the Charter School immediately cease making such Improvements, and the District may alter, repair, or improve the Facilities pursuant to paragraph 15 herein, to bring the Facilities into compliance with the Construction Standards and/or the conditions to the District's consent, and Charter School shall be responsible for all such costs and expenses incurred by the District for such alterations, repairs or improvements. No Improvement shall be commenced until Charter School has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Improvements. All Improvements shall be made in good workmanlike manner and in compliance with all laws, ordinances, regulations, codes and permits.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School's petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be

performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors. The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

17. Indemnity.

The Charter School shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and

protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18. Insurance. The Charter School shall comply with insurance provisions contained within its charter and any Memoranda of Understanding between the Parties.

19. Damage to or Destruction of School Site.

(a) Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

20. Liens. Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School.

Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.

21. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
22. Assignment and Subletting. The Charter School may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.
23. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.
24. Smoking. Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.
25. Default by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:
 - (a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.
 - (b) The failure by Charter School to make timely payments required under this Agreement.
 - (c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
 - (d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement

and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

(e) The failure by Charter School to maintain ADA of eighty (80) or more in-District students as the term “in-District students” is defined in Proposition 39.

- i. In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School’s right to possession of the Facilities. To terminate the Agreement, District must provide Charter School with thirty (30) days written notice (“notice to cure period”) of default or material breach. If Charter School fails to cure the breach after the notice to cure period, the District may immediately terminate the Agreement.
- ii. If the nature of the default is such that the same cannot reasonably be cured within the notice to cure period, the Charter School shall not be in default if Charter School shall within the notice to cure period commences to cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.
- iii. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School’s default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

26. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of

District's knowledge of such preceding default at the time of the acceptance of such charge.

(b) Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

(d) Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

(e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

(g) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

(h) Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(i) Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District
Attn: Jack L. Kraemer, Charter Oversight
Coordinator
5735 47th Avenue
Sacramento, CA 95824
Facsimile: 916-399-2058

To Non-Profit or Charter School:

California Montessori Project
Attn: Gary Bowman, Executive Director
5330-A Gibbons Drive, Suite
700
Carmichael, CA 95608
Facsimile: 916-649-7757

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

Non-Profit and Charter School

District

By: Gary B. Bowman

By: _____

Gary Bowman,
Executive Director

Jose L. Banda,
Superintendent

Date: APRIL 29, 2016

Date: _____

Approved and ratified this _____ day of _____, 2016, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

Secretary to the Board of Education

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Non-Profit and Charter School

By: Gary S. Bowman

District

By: [Signature]

Gary Bowman,
Executive Director

Jose L. Banda,
Superintendent

Date: APRIL 29, 2016

Date: 6/2/16

Approved and ratified this 2nd day of June, 2016, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: 6

NOES: 0

Absent: 1

Abstentions: 0

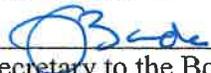
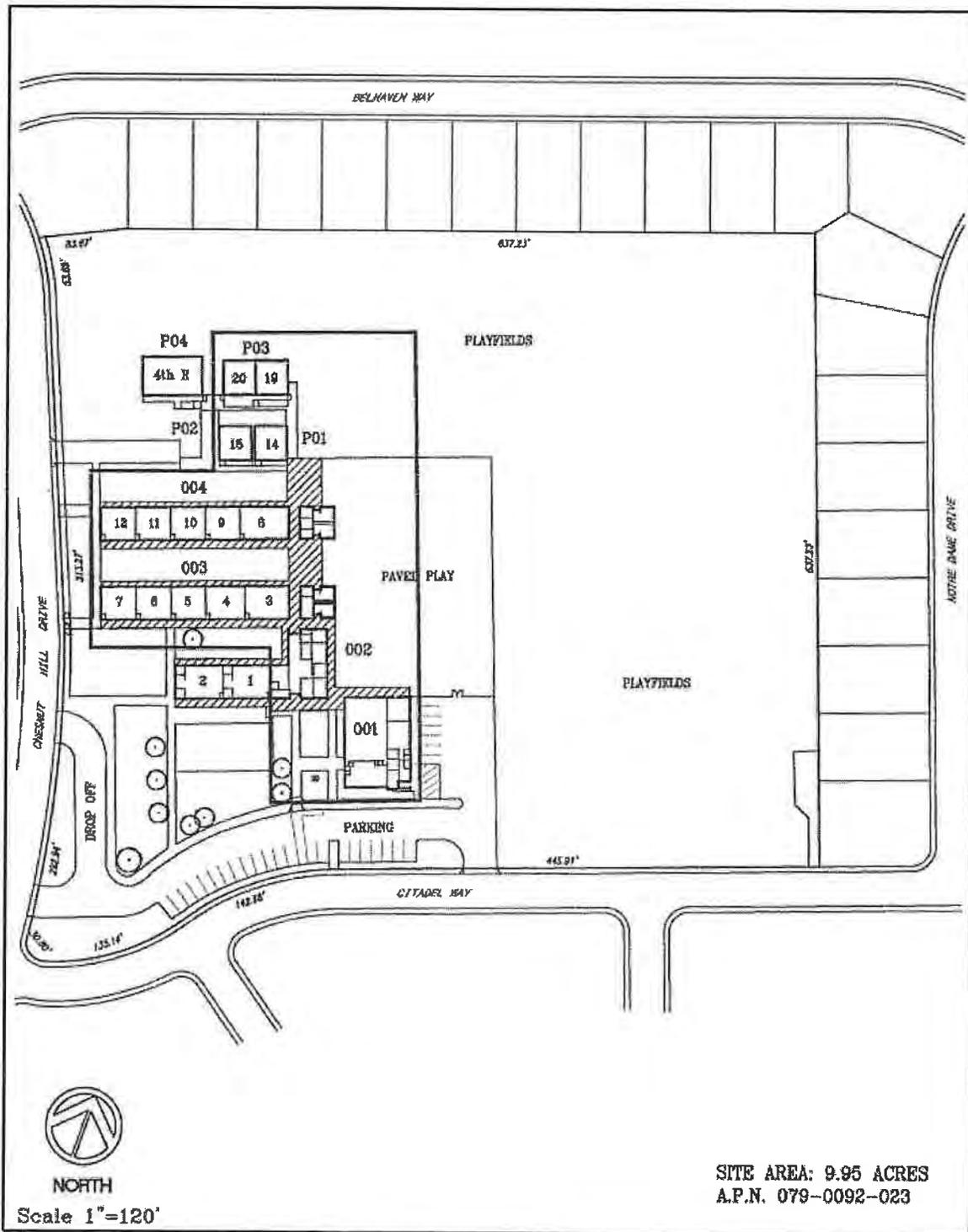

Secretary to the Board of Education

EXHIBIT A - Facilities

Facilities are limited to the buildings and other property that are listed herein and further depicted in Exhibit B. The entire Thomas Jefferson site except room 1, 2, and preschool playground.

EXHIBIT B – Map of Facilities/Buildings and Other Property



SITE AREA: 9.95 ACRES
 A.P.N. 079-0092-023

Thomas Jefferson Elementary School
 2635 Chesnut Street
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

DECEMBER 2003

EXHIBIT C – Facilities Use Fee

For the 2016-2017 school year, Charter School shall pay District an initial estimate Facilities Use Fee of Seventy-Nine Thousand, Eight Hundred Ninety-Six Dollars and Sixty Cents (\$79,896.60), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Thirty-Eight Thousand, Forty-Six (38,046) square feet of the Facilities during that time. The initial estimate Facilities Use Fee shall be paid out in equal installments of Six Thousand, Six Hundred Fifty-Eight Dollars and Five Cents (\$6,658.05) each month throughout the fiscal year. Beginning on July 1, 2016, payments shall be payable on or in advance on the first day of each month (“Due Date”), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will re-calculate and adjust these fees annually for the remaining fiscal years for the Term of this Agreement

T002		Toilet	62		
T003		Toilet (Men)	38		
T004		Toilet (Women)	68		
T005		Toilet	22		
Y001	1	Classroom	1,051		
Y002	2	Classroom	1,051		
		Work Room	99		
		Work Room	99		
		Storage	504		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

5,452
4,424
2

62
38
68
22
1,051
1,051
99
99
504

4,424

Bldg. 003				1963	23233
B002		Boiler Room	115		
O003	3	Classroom	1,051		
O004	4	Classroom	935		
O005	5	Classroom	935		
O006	6	Classroom	935		
O007	7	Classroom	935		
S001		Storage	236		
T001		Toilet (Girls)	209		
T002		Toilet (Boys)	208		
T003		Toilet	39		
ZC01		Closet	59		
		Work Room	140		
		Toilet	39		
		Storage	317		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

6,153
4,326
5

115
1,051
935
935
935
935
236
209
208
39
59
140
39
317

4,326

Bldg. 004				1963	23233
B003		Boiler Room	115		
O008	8	Library	1,291		
O009	9	Classroom	935		
O010	10	Classroom	935		
O011	11	Classroom	935		
O012	12	Classroom	935		
S005		Storage	132		
T005		Toilet (Women)	99		
T009		Toilet (Boys)	208		
T010		Toilet (Girls)	209		
ZC02			59		
		Storage	300		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

6,153
5,336
4

115
1,291
935
935
935
935
132
99
208
209
59
300

5,336

Permanent Building Area 22,844
 Covered Walkways 14,768
 Permanent Classrooms 11

PORTABLE BUILDINGS

P01	14	Classroom	983	1953	9952	983						
P02	15	Classroom	960	1991	55702	960						
P03	19	Classroom	900	1967	28948	900						
P03	20	Classroom	900	1967	28948	900						
P04	4th R	Classroom	1,920	1988					1,920			
Portable Building Area			5,663			Total			34,003	2,928	4,424	1,920
Portable Covered Walkways			0									
Portable Classrooms			4									

TOTAL BUILDING AREA	28,507	Total Charter Space	34,003
TOTAL COVERED WALKWAYS	14,768	Total District Space	2,928
TOTAL CLASSROOMS	15	Total Shared Space	4,424
		Ratio of Charter to District Space	91%
		Shared Space Allocated to Charter	4,043
		Total Square Feet to be reflected in Facilities Use Agreement	
		Space Exclusively for Charter	34,003
		Shared Space	4,043
		Total	38,046

EXHIBIT D – Custodial Services

- a. Routine Services. The District shall be responsible for providing the “routine” or regularly scheduled daily or weekly custodial services for the Facilities. The level of said services will be consistent with the District’s standard practices and policies. Said services will be provided by District employees. The Charter School will reimburse the District for the actual costs, including but not limited to time, labor, salary, and benefits, to provide custodial services for the Facilities. The District will invoice the Charter School quarterly for these services. The Charter School will pay said invoice within thirty (30) days of receipt. The Charter School shall provide any cleaning supplies and tools necessary for those personnel to provide custodial services, including but not limited to toilet paper, soap, and paper towels.
- b. “Deep Cleaning” Services. The parties also understand that, from time to time, additional custodial services may be required for “deep cleaning”. These services may occur on a bi-annual, annual or semi-annual basis and include, but are not limited to: refinishing the gymnasium floors, high dusting, power washing, cleaning bleachers, detailing locker rooms and lockers and degumming surfaces. The Charter School will reimburse the District for these services in the same manner as “Routine” services as outlined above.
- c. Additional Services. Should the Charter School require additional custodial services above the District’s standard practices and policies, or for special events, those costs to the Charter School will be assessed separately as requested.

APPROVED



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

Agenda Item 11.1i

Meeting Date: June 2, 2016

Subject: Approve Facility Use Agreement for California Montessori Project – Capitol Campus

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

Division: Office of Strategy and Innovation

Recommendation: Approve Facility Use Agreement between Sacramento City Unified School District and California Montessori Project – Capitol Campus.

Background/Rationale: Pursuant Education Code 47614 ("Proposition 39"), public school facilities should be shared fairly among all public school pupils, including those in Charter Schools. Each school district shall make available, facilities sufficient for the charter school to accommodate all of the charter schools' in-district students in conditions reasonably equivalent to those in other public schools of the district. The Charter Schools pay the District "Facility Use Fees" based on a pro rata share facilities cost for the use of District facilities.

Financial Considerations: The District will receive from the Charter Schools the pro rata share of the facilities costs.

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. Facilities Use Agreement between Sacramento City Unified School District and California Montessori Project – Capitol Campus

Estimated Time of Presentation: N/A
Submitted by: Jack L. Kraemer, Charter Oversight, Coordinator
Approved by: Al Rogers, Ed. D., Chief Strategy Officer

Gary Bowman,
Executive Director

Jose L. Banda,
Superintendent

Date: APRIL 29, 2016

Date: 6/2/16

Approved and ratified this 3rd day of June, 2016, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: 6

NOES: 0

Absent: 1

Abstentions: 0

Banda
Secretary to the Board of Education

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Carmichael, CA 95608
Facsimile: 916-649-7757

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

Non-Profit and Charter School

District

By: Gary S. Bowman

By: [Signature]

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and Sol Aureus College Preparatory, a California non-profit public benefit corporation ("Non-Profit"), as operator of Sol Aureus College Preparatory, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 31, 2013 to June 31, 2018, which became effective on or about September 19, 2013.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018 to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019 to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020 to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021 to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2022, to June 30, 2023, which became effective on June 10, 2022.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2023, to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2024.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Date

Norman Hernandez
Principal
Sol Aureus College Preparatory

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District

FIRST AMENDMENT TO FACILITIES USE AGREEMENT

This FIRST AMENDMENT TO FACILITIES USE AGREEMENT ("First Amendment") is entered into by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("District"), and Sol Aureus College Preparatory ("Charter School"). District and Charter School may be referred to collectively herein as the "Parties." All capitalized terms used in this First Amendment shall have the same meanings given such terms in the Original Agreement (as hereinafter defined), unless expressly superseded by the terms of this First Amendment.

RECITALS

A. On or about September 19, 2013, District and Charter School entered into that certain Facilities Use Agreement ("Original Agreement"), pursuant to the terms of which District, in satisfaction of its obligations under Education Code section 47614 and Title 5 of the California Code of Regulations section 11969, et seq., granted to Charter School the right to use those certain facilities located at Bear Flag Elementary School, 6620 Gloria Drive, Sacramento, California ("Site"), as such facilities are more particularly described in the Original Agreement.

B. District and Charter School now desire to amend the Original Agreement as hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effective Date. The effective date of this First Amendment is September 5, 2014 ("Effective Date").

2. Facilities. Notwithstanding anything stated in the Original Agreement to the contrary, as of the Effective Date, Charter School shall have the right to use one additional classroom located at the Site, specifically Room 1. This room is comprised of approximately one thousand fifty-one (1,051) square feet. Charter School shall use Room 1 solely for the purposes set forth in the Charter School's charter and on the terms and conditions set forth in the Original Agreement. From and after the Effective Date, the term "Facilities", as such term is defined in the Original Agreement, shall include Room 1. Usage of the playground next to Rooms 1 and 2 is available for usage only when the District's Child Development Program is not using the playground next to Rooms 1 and 2.

3. Facilities Use Fee. The parties agree and acknowledge that with the addition of Room 1, the total square footage of the Facilities shall be approximately forty thousand five (40,005) square feet. From and after the Effective Date, District shall use forty thousand five (40,005) square feet to calculate Charter School's monthly Facilities Use Fee pursuant to Section 4 of the Original Agreement.

4. Custodial Services. The Charter School shall be responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School shall bear the cost of such custodial services, including the salary and benefits of the Custodian and the cost of any cleaning supplies and tools necessary for the Custodian to provide services. The Charter School shall purchase, store and provide all consumable materials which the custodian shall use in provisioning the facilities' restrooms, including but not limited to toilet paper, soap, and paper towels. In the event that Charter School fails to meet these standards, the District may, at its sole option, provide custodial services for the Facilities, and the Charter School will become responsible for the salary and benefits of the District-supplied custodian and materials used by the custodian.

5. Subject to Approval by Governing Board. This First Amendment confers no legal or equitable rights until it is approved by the District's Governing Board at a lawfully conducted public meeting.

6. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

7. Severability. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment.

8. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Sacramento County, California.

9. Warranty of Authority. Each of the persons signing this First Amendment represents and warrants that such person has been duly authorized to sign this First Amendment on behalf of the Party indicated, and each of the Parties by signing this First Amendment warrants and represents that such Party is legally authorized and entitled to enter into this First Amendment.

10. Execution in Counterparts. This First Amendment may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

11. Miscellaneous. Except as set forth in this First Amendment, all of the terms and provisions of the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their duly authorized representatives as of the last date set forth below.

DISTRICT:

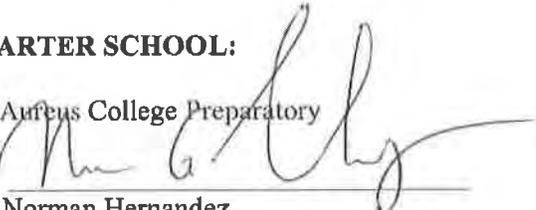
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: 
José L. Banda
Superintendent

Date: 9/4/14, 2014

CHARTER SCHOOL:

Sol Aureus College Preparatory

By: 
Norman Hernandez
Principal/Director of Operations

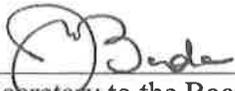
Date: September 25, 2014

Approved and ratified this 4th day of September, 2014, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: 6

NOES: 0

Abstentions: 0


Secretary to the Board of Education

School Name: Bear Flag Elementary School
 School Code: 017
 Site Area: 9.70 Acres
 Year Built: 1965
 A.P.N. 030-0042-020
 Address: 6620 Gloria Drive, Sacramento, CA 95831

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS						
Bldg. 002					1965	24257
B004			Mechanical	151		
J001			Janitor	18		
K001			Kitchen	627		
S001			Locker Area	22		
S002			Pantry	97		
S003			Storage	158		
T001			Toilet	30		
T002			Toilet (Women)	66		
T003			Toilet (Men)	65		
U001			Multi-purpose	2,447		
U002			Platform	741		
			Hall	44		
			Ref	84		
			Storage	142		
			Unspecified	668		

<u>Charter Only</u>	<u>District Only</u>	<u>Shared</u>
		151
		18
		627
		22
		97
		158
		30
		66
		65
		2,447
		741
		44
		84
		142
		668
		4,506

BUILDING AREA TOTAL 5,360
 COVERED WALKWAYS 4,506
 CLASSROOMS 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
Bldg. 001					1965	24257
B001			Mechanical	156		
C001			Workroom	240		
C002			Nurse	220		
C003			Reception	160		
C004			Principal	139		
H001			Hall	746		
I001			Lounge	344		
J001			Janitor	54		
J002			Store	56		
K001			Kitchen	67		
S001			Storage	56		
S003			Storage	93		
S004			Storage	23		
S005			Storage	42		
T001			Toilet	62		
T002			Toilet	62		
T003			Toilet (Men)	38		
T004			Toilet (Women)	68		
T005			Toilet	22		
Y001		1	Classroom	1,051		
Y002		2	Classroom	1,051		
			Work Room	99		
			Work Room	99		
			Unspecified	98		

BUILDING AREA TOTAL 5,046
COVERED WALKWAYS 664
CLASSROOMS 2

Charter Only	District Only	Shared
156		
240		
220		
160		
139		
746		
344		
54		
56		
67		
56		
93		
	23	
42		
62		
	62	
		38
		68
	22	
1,051		
	1,051	
		99
99		
98		

664

Bldg. 003					1965	24257
B002			Boiler Room	115		
O003		3	Classroom	1,051		
O004		4	Classroom	935		
O005		5	Classroom	935		
O006		6	Classroom	935		
O007		7	Classroom	935		
S001			Storage	236		
T001			Toilet (Girls)	209		
T002			Toilet (Boys)	208		
T003			Toilet	39		
ZC01				59		
			Work Room	140		
			Toilet	39		
			Unspecified	628		

BUILDING AREA TOTAL 6,464
COVERED WALKWAYS 4,010
CLASSROOMS 5

115		
1,051		
935		
935		
935		
935		
935		
236		
209		
208		
39		
59		
140		
39		
628		
4,010		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
Bldg. 004					1965	24257
B003			Boiler Room	115		
O008		8	Library	1,291		
O009		9	Classroom	935		
O010		10	Classroom	935		
O011		11	Classroom	935		
O012		12	Classroom	935		
S005			Storage	132		
T005			Toilet (Women)	99		
T009			Toilet (Boys)	208		
T010			Toilet (Girls)	209		
ZC02				351		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

6,145
4,448
4

Permanent Building Area
Covered Walkways
Permanent Classrooms

23,015
13,628
11

PORTABLE BUILDINGS

P01					1967	28948
O014		14	Classroom	900		
O015		15	Classroom	900		
O016		16	Classroom	900		
P02					1952	9952
O013		13	Classroom	983		
P03					1986	47820
O017		17	Classroom	960		

Portable Building Area
Portable Covered Walkways
Portable Classrooms

4,643
0
5

TOTAL BUILDING AREA
TOTAL COVERED WALKWAYS
TOTAL CLASSROOMS

27,658
13,628
16

Charter Only **District Only** **Shared**

115
1,291
935
935
935
935
132
99
208
209
351

4,448

TOTAL 39,259 1,257 770

Total Exclusive Charter Space 39,259

Total Exclusive District Space 1,257

Total Shared Space 770

Ratio of Charter to District Space 0.9690

Shared Space Allocated to Charter 746

Total Square Feet to be reflected in Facilities Use Agreement

Space Exclusively for Charter Shared Space 39,259
746

FUA Total 40,005



APPROVED

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

Agenda Item# 8.1i

Meeting Date: September 4, 2014

Subject: **First Amendment to Facilities Use Agreement: Sol Aureus College Preparatory**

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

Division: Accountability Office

Recommendation: Approve the First Amendment to Facilities Use Agreement (FUA) for Sol Aureus College Preparatory (SAC Prep) (K-8) at Bear Flag, 6620 Gloria Drive.

Background/Rationale: Pursuant Education Code Section 47614 ("Proposition 39"), public school facilities should be shared fairly among all public school pupils, including those in Charter Schools. Each school district shall make available, facilities sufficient for the charter school to accommodate all of the charter schools' in-district students in conditions reasonably equivalent to those in other public schools of the district. The Charter Schools pay the District "Facilities Use Fees" based on a pro rata share facilities cost for the use of District facilities. The District and the Charter Schools have collaboratively worked together to define the specific terms of the Facility Use Agreements.

Financial Considerations: The District will receive from the Charter School the pro rata share of the facilities costs.

Documents Attached: First Amendment to Facilities Use Agreement: Sol Aureus College Preparatory

Estimated Time of Presentation: N/A

Submitted by: Sara Noguchi, Ed.D., Interim Chief Accountability Officer
Sue Lee, Ed.D., Charter Oversight Coordinator II

Approved by: José L. Banda, Superintendent

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and Sol Aureus College Preparatory, a California non-profit public benefit corporation (“Non-Profit”), which operates S.A.C. Prep, a charter school (“Charter School”). The Non-Profit and District are collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of real property located at Bear Flag Elementary School, 6620 Gloria Drive, Sacramento, California (“Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) serving students in grades Kinder through eight in the 2013-2018 school year.
- D. WHEREAS, Charter School desires to use certain District facilities located on the Site for its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocating of facilities under Proposition 39, for the 2013-2018 school year.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit.

- 1. Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. Facilities. Use of the Facilities shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Site. The District grants use of the following facilities (“Facilities”) located on the Site as described and/or depicted in Exhibits A and B, which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Agreement.

3. Term. The term of this Agreement shall be from July 31, 2013, to July 31, 2018 (“Term”), unless earlier terminated as provided herein.
4. Facilities Use Fee. Each and every school year, Non-Profit shall pay District a Facilities Use Fee. Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on September 1, 2013 payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States. For each subsequent school year, payments shall be payable starting July 1.

The calculation for the 2013-2014 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District. The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District’s legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. Over-Allocation. The District reserves the right to collect over-allocation and other applicable fees and reimbursements from the Charter School, pursuant to Title 5, California Code of Regulations, Section 11969.8. The Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2013-2014 school year, and upon which the Facilities are provided, is 229.
6. Dispute Resolution. The Parties agree to attempt to resolve all disputes regarding this

Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

(c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

(d) Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities.

(e) Security Badges. The District will provide security badges to the Charter School for its staff. The Charter School will pay for the cost of the security badges. Charter School staff shall wear these badges to use as evidence that they are lawfully on the premises. Charter School is entitled to up to twenty-five (25) District badges. Lost or stolen badges shall be replaced at a cost of \$5.00 per badge.

(f) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to

be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

(g) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Site, Charter School shall be responsible for costs incurred.

8. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2011. Said furnishings and equipment will include sufficient desks, chairs and a white board for each classroom. The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.
9. Utilities. District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s), the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not

cause the District to be in default and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Prior to the commencement of the 2013-2014 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for utilities. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall provide the Charter School with a reconciliation of the Charter School's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Charter School for any overpayment or shall invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Charter School agrees that upon execution of this Agreement, all obligations of the District to the Charter School under Proposition 39 have been satisfied for the Term of this Agreement.

(b) Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation

of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

13. Operations and Maintenance.

(a) The cost for the ongoing operations and maintenance of the Facilities and furnishings and equipment is calculated into the Facilities Use Fee of Section 4 of this Agreement. The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2011. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the cost of internet service provided at the commercial rate.

(b) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District's schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(c) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions. The Charter School shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee. Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School's petition.

Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors. The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

17. Indemnity.

The Charter School shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims,

demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18. Insurance. The Charter School shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Site.

(a) Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the

Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

20. Liens. Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.
21. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
22. Assignment and Subletting. The Charter School may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.
23. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.
24. Smoking. Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.
25. Default by Charter School. The occurrence of any one or more of the following events

shall constitute a default and material breach of this Agreement by Charter School:

(a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.

(b) The failure by Charter School to make timely payments required under this Agreement.

(c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.

(d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

(e) The failure by Charter School to maintain ADA of eighty (80) or more in-District students as the term "in-District students" is defined in Proposition 39.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

26. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

(b) Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

(d) Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

(e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

(g) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

(h) Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(i) Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event

of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District
Attn: Teresa Cummings, Chief Accountability Officer
5735 47th Ave
Sacramento, CA 95824
Facsimile: 916-399-2020

To Non-Profit or Charter School:

Attn: Norm Hernandez, Principal
Sol Aureus College Preparatory Charter
6620 Gloria Drive, Sacramento, CA
Sacramento, CA 95831
Facsimile: 916-421-0601

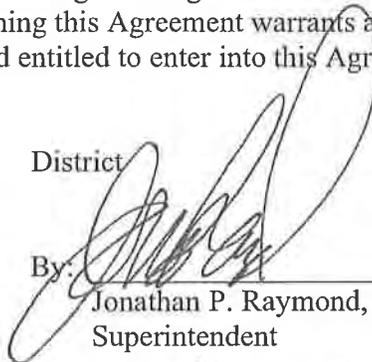
(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

Non-Profit and Charter School

District

By: _____
Norm Hernandez
Principal

By:  _____
Jonathan P. Raymond,
Superintendent

Date: _____

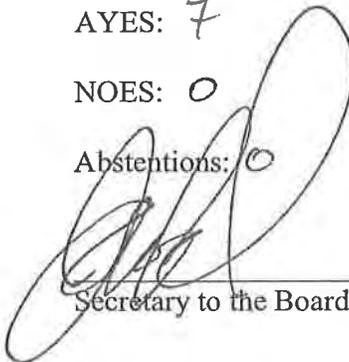
Date: September 19, 2013

Approved and ratified this 19 day of September, 2013, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: 7

NOES: 0

Abstentions: 0

 _____
Secretary to the Board of Education

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format (“pdf”) to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

Non-Profit and Charter School

District

By: _____
Norm Hernandez
Principal

By: _____
Jonathan P. Raymond,
Superintendent

Date: _____

Date: _____

Approved and ratified this _____ day of _____, 2013, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

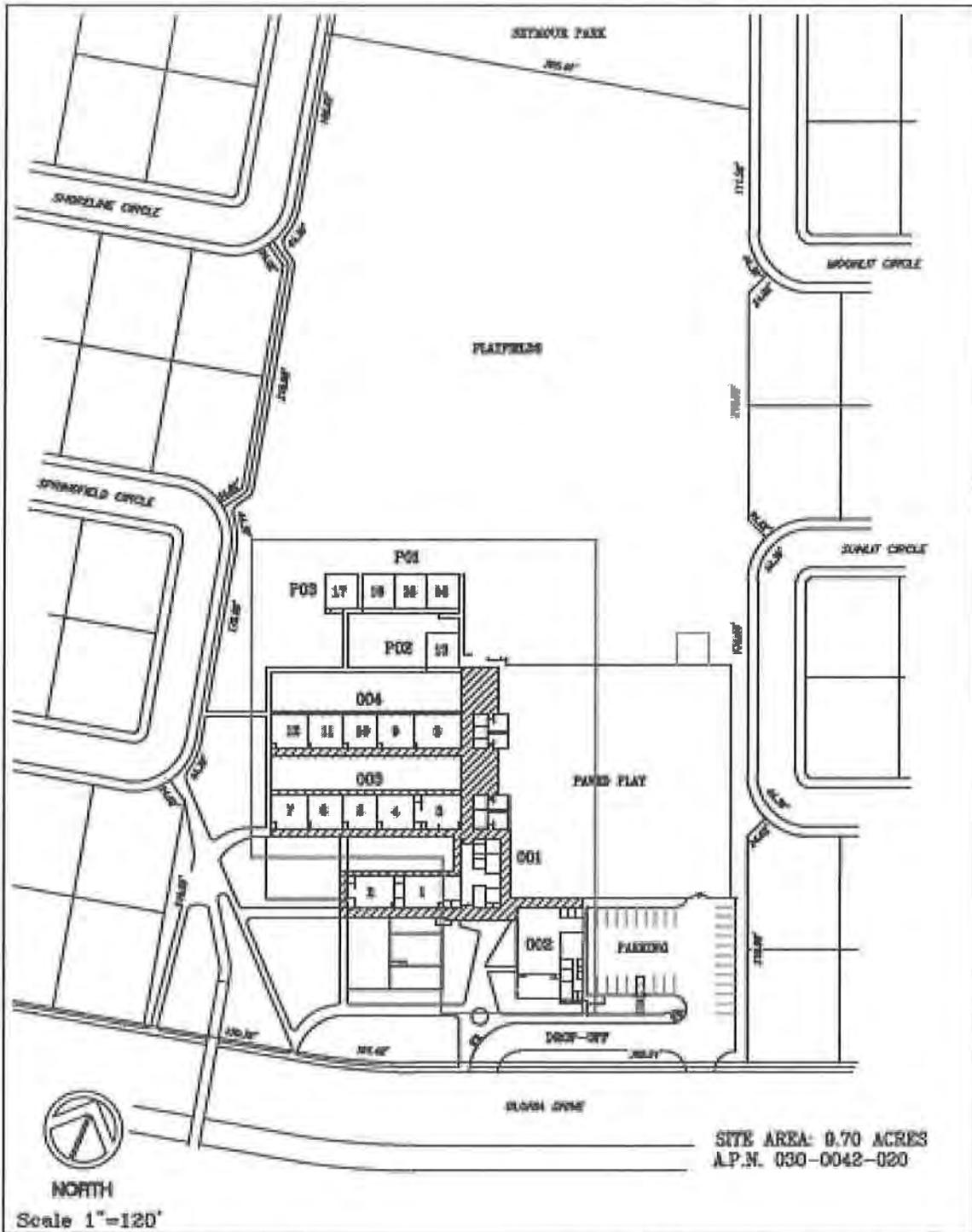
Secretary to the Board of Education

EXHIBIT A

Facilities to be provided: Except as otherwise provided herein, Charter School will have use of Rooms 3,4,5,6,7,8,9,10,11,12,13, portables 14-17 and office space located in the Bear Flag Elementary School Campus (the "Charter Building"). Such rooms in the Charter Building will be used for classrooms, offices, and storage of the Charter School. The District's Child Development Program and Special Education shall have exclusive use of the rooms 1 and 2. Charter School will have usage of Multi-purpose rooms and athletic fields. Parking for Charter School staff and visitor parking will be provided at the southeast corner of the campus.

have?

EXHIBIT B



Bear Flag Elementary School (017)
 8820 Gloria Drive
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
 DECEMBER 2003

EXHIBIT C

Charter School shall pay District an initial estimate Facilities Use Fee of Eighty One Thousand Six Hundred Thirty One and Twenty Cents (\$81,755.10), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Thirty-Eight Thousand Nine Hundred Thirty One (38,931) square feet of the Facilities during the Term of the Agreement. The initial estimate Facilities Use Fee shall be paid out in equal installments of Six Thousand Eight Hundred Twelve and Ninety-Three Cents (\$6,812.93) each month throughout the Term. Beginning on September 1, 2013 payments shall be payable on or in advance on the first day of each month ("Due Date"), without deduction, offset, prior notice or demand, in lawful money of the United States. For each subsequent school year, payments shall be payable starting July 1.

School Name: Bear Flag Elementary School
 School Code: 017
 Site Area: 9.70 Acres
 Year Built: 1965
 A.P.N. 030-0042-020
 Address: 6620 Gloria Drive, Sacramento, CA 95831

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS						
Bldg. 002					1965	24257
B004			Mechanical	151		
J001			Janitor	18		
K001			Kitchen	627		
S001			Locker Area	22		
S002			Pantry	97		
S003			Storage	158		
T001			Toilet	30		
T002			Toilet (Women)	66		
T003			Toilet (Men)	65		
U001			Multi-purpose	2,447		
U002			Platform	741		
			Hall	44		
			Ref	84		
			Storage	142		
			Unspecified	668		

BUILDING AREA TOTAL 5,360
 COVERED WALKWAYS 4,506
 CLASSROOMS 0

Charter District
Only Only Shared

151
18
627
22
97
158
30
66
65
2,447
741
44
84
142
668

4,506

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
Bldg. 001					1965	24257
B001			Mechanical	156		
C001			Workroom	240		
C002			Nurse	220		
C003			Reception	160		
C004			Principal	139		
H001			Hall	746		
I001			Lounge	344		
J001			Janitor	54		
J002			Store	56		
K001			Kitchen	67		
S001			Storage	56		
S003			Storage	93		
S004			Storage	23		
S005			Storage	42		
T001			Toilet	62		
T002			Toilet	62		
T003			Toilet (Men)	38		
T004			Toilet (Women)	68		
T005			Toilet	22		
Y001		1	Classroom	1,051		
Y002		2	Classroom	1,051		
			Work Room	99		
			Work Room	99		
			Unspecified	98		

BUILDING AREA TOTAL 5,046
COVERED WALKWAYS 664
CLASSROOMS 2

<u>Charter Only</u>	<u>District Only</u>	<u>Shared</u>
156		
240		
220		
160		
139		
746		
344		
54		
56		
67		
56		
93		
	23	
42		
62		
	62	
		38
		68
	22	
	1,051	
	1,051	
	99	
99		
98		
		664

Bldg. 003					1965	24257
B002			Boiler Room	115		
O003		3	Classroom	1,051		
O004		4	Classroom	935		
O005		5	Classroom	935		
O006		6	Classroom	935		
O007		7	Classroom	935		
S001			Storage	236		
T001			Toilet (Girls)	209		
T002			Toilet (Boys)	208		
T003			Toilet	39		
ZC01				59		
			Work Room	140		
			Toilet	39		
			Unspecified	628		

BUILDING AREA TOTAL 6,464
COVERED WALKWAYS 4,010
CLASSROOMS 5

115
1,051
935
935
935
935
935
236
209
208
39
59
140
39
628
4,010

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
Bldg. 004					1965	24257
B003			Boiler Room	115		
O008		8	Library	1,291		
O009		9	Classroom	935		
O010		10	Classroom	935		
O011		11	Classroom	935		
O012		12	Classroom	935		
S005			Storage	132		
T005			Toilet (Women)	99		
T009			Toilet (Boys)	208		
T010			Toilet (Girls)	209		
ZC02				351		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

6,145
4,448
4

Permanent Building Area
Covered Walkways
Permanent Classrooms

23,015
13,628
11

PORTABLE BUILDINGS

P01					1967	28948
O014		14	Classroom	900		
O015		15	Classroom	900		
O016		16	Classroom	900		
P02					1952	9952
O013		13	Classroom	983		
P03					1986	47820
O017		17	Classroom	960		

Portable Building Area
Portable Covered Walkways
Portable Classrooms

4,643
0
5

TOTAL BUILDING AREA
TOTAL COVERED WALKWAYS
TOTAL CLASSROOMS

27,658
13,628
16

Charter Only District Only Shared

115
1,291
935
935
935
935
132
99
208
209
351

4,448

900
900
900

983

960

TOTAL 38,208 2,308 770

Total Exclusive Charter Space 38,208

Total Exclusive District Space 2,308

Total Shared Space 770

Ratio of Charter to District Space 0.9396

Shared Space Allocated to Charter 723

Total Square Feet to be reflected
in Facilities Use Agreement

Space Exclusively for Charter 38,208

Shared Space 723

FUA Total 38,931

EXHIBIT D

The Charter School shall pay the District for custodial services, at the Facilities, that result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School will reimburse the District for the actual costs, including time, labor and supplies to provide the custodial services for the Facilities. The Charter School shall also release the employee, performing the custodial services, to allow him/her to attend mandatory training provided by the District.

The Charter School shall bear; (1) the actual cost of such custodial services and mandatory trainings, including the salary and benefits of the Custodian; and (2) the cost of any cleaning supplies and tools including but not limited to toilet paper, soap and paper towels, necessary for the Custodian to provide these services.

However, for the 2013-2014 school year, the reimbursement, owed to the District, in-lieu of the actual time for labor, will be at the minimum rate of 3.5 hours per day of custodial services (0.4375 FTE).

The District will invoice the Charter School quarterly for the costs of these custodial services, supplies and tools. The Charter School will pay said invoice within thirty (30) days of receipt.

The District shall inspect the facility at least once annually for compliance with the District's standard of care and cleaning of the facility. The Parties shall meet and confer at least sixty (60) days before July 1 to review the inspection and determine whether an increase in the hours of daily custodial service is necessary for subsequent school years. Should the Parties be unable to agree on the necessary increase, the District may increase the hours to a reasonable and necessary amount to correspond with either: (1) any increase in the amount of students served by the Charter School; (2) any increase in the amount of facilities the custodian must maintain on behalf of the Charter School; or (3) the need to ensure proper care of the facility. The District reserves the right to increase the level of service by replacing the custodian with a Plant Manager if the Charter School does not adequately maintain the facility. The Charter School will pay the Plant Manager's rate under the terms of this Exhibit D.

Additional Services: Should the Charter School require additional custodial services, in any year covered in this agreement including 2013-2014, that are above the District's standard practices and policies, or for special events, those costs to the Charter School will be assessed separately as requested.

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and St. HOPE Public Schools, a California non-profit public benefit corporation ("Non-Profit"), as operator of Sacramento Charter High School and Public School No. 7, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 1, 2012 to June 30, 2017, which became effective on or about June 21, 2012.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018 to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019 to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020 to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021, to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2022, to June 30, 2023, which became effective on June 14, 2022.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2023, to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2024.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Date

Lisa Ruda
Superintendent
St. HOPE Public Schools

Date

Jorge Aguilar
Supervisor
Sacramento City Unified School District

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and **St. HOPE Public Schools**, a California non-profit public benefit corporation (“Non-Profit”), which operates Sacramento Charter High School, Public School No. 7, and Oak Park Preparatory School, charter schools (Singularly or collectively, the “Charter Schools”). The Non-Profit and District are collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of certain real property located at **5201 Strawberry Lane and 2315 34th Street**, Sacramento, California (“Sites”).
- C. WHEREAS, the Charter Schools are charter schools duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) PS7 serves students in grades Kindergarten through 8th grade in the 2012-2013 to 2016-2017 school years; Oak Park Preparatory School serves students in 7th through 8th grade in the 2012-2013 to 2014-2015 school years; and, Sacramento Charter High School serves grades 9th through 12th in the 2012-2013 to 2016-2017 school years.
- D. WHEREAS, the Charter Schools desire to use certain District facilities located on the Sites for its public charter school programs.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations for the **2012-2013 to 2016-2017** school years, under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocation of facilities.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter Schools are equally imposed on the Non-Profit.

1. Recitals.

The recitals set forth above are incorporated herein and made part of this Agreement.

2. Facilities.

Use of the Facilities shall be for the purposes set forth in the Charter Schools' charter, and on the terms and conditions set forth herein. The Charter Schools shall not have exclusive use of the Sites. The District grants use to the Non-Profit of the facilities located at the 34th Street Site, as identified in Exhibits A and B attached to this Agreement and incorporated herein by reference, and the facilities at the Strawberry Lane Site (Collectively, "Facilities") under the terms and conditions set forth in this Agreement. In regard to the housing of PS7, the Facilities at the 5201 Strawberry Lane Site are designated for grades K-5. The Facilities at the 2315 34th Street Site are designated for PS7's grades 6-8. Charter Schools use of the Facilities shall be made available for the entire calendar year through the Term of this Agreement.

Notwithstanding the above, the District specifically reserves the right to have exclusive access to, and exclusive use of, Rooms P16-P20 and E33-E39 ("Co-location Space") at the 34th Street Site (as reflected in Exhibit B) including but not limited to placement of another educational program ("co-location"). Should the District choose to use some or all of the Co-location Space at the 34th Street Site, the District will also have shared access and use of the following areas of this Site (as reflected in Exhibit B): Annex 1, 2 and 3; the Auditorium building (including Auditorium classrooms 1, 2 and 3); the Mel Lawson Theater; the pool house, the field house and locker rooms; the pavilion gym building and locker rooms; a reasonable number of parking spaces; and a reasonable number of faculty and student rest rooms located in the east wing of the building ("Shared Use Areas"). The District's right to co-locate is limited to the Co-location Space and Shared Use Areas above.

As of August 1, 2012, the pool house and Auditorium building (including Auditorium classrooms 1, 2 and 3) are not available for use by the Charter Schools. Therefore, the Charter Schools will not be charged a fee for the pool house and Auditorium building (including Auditorium classrooms 1, 2 and 3) until these areas do become available for use by the Charter Schools. When and if the pool house and Auditorium building become available, the Charter Schools will have the option of using the pool house and Auditorium building or any subpart thereof, and will only be charged a fee should they choose to do so. The Charter School must provide the District with Sixty (60) days written notice if it will use the pool house and/or Auditorium building.

The District shall give written notice to the Non-Profit of the District's use of the Co-location Space or Shared Use Areas ("Notice of Use") at least sixty (60) days before it will begin such use.

For scheduling purposes related to the Shared Use Areas, the District will meet and confer with the Non-Profit, as follows:

- a. An initial scheduling meeting will occur within ten (10) days of the Notice of Use. At the initial scheduling meeting, the Parties will submit and discuss tentative schedules of use of the Shared Use Areas.

b. A master scheduling meeting (“Master Scheduling Meeting”) shall occur no later than thirty (30) days prior to the District’s use of the Co-location Space or Shared Use Areas. At the Master Scheduling Meeting, the Parties shall agree upon a master schedule. The Master Scheduling Meeting will consist of the Charter Schools’ Superintendent designee of the schools, and the District’s Chief Accountability Officer or his/her designee. The agreed-upon master schedule will supersede any previously developed schedules.

c. When creating the tentative and master schedules, (i) the Charter Schools will receive priority for regular use of the Shared Use Areas of the field house and locker rooms and the pavilion gym building and locker rooms, but the District would have use for no less than 2 hours per day between 8 a.m. and 3 p.m.; and (ii) the District will receive priority for regular use of the Shared Use Areas of the Annex 1, 2 and 3, the Auditorium building (including Auditorium classrooms 1, 2 and 3), and the Mel Lawson Theater, but the Charter Schools, collectively, would have use for no less than 2 hours per day between 8 a.m. and 3 p.m.. Any remaining time for these Shared Use Areas will be available for third-party use consistent with the District’s procedures and policies.

d. To the extent that there are times when the Shared Use Areas are not scheduled for use by either party, the Shared Use Areas will be made available on a first-come, first-serve basis from the time a request is submitted. Requests for use of the Shared Use Areas will be submitted by a party in writing to the other party and shall designate the time, date, number of hours, number of participants and type of use of the Shared Use Areas. No requests shall be made more than sixty (60) days in advance. The District shall confirm that the requested use is approved in a timely manner. Under mutual consent, the Parties will re-open the master calendar for any scheduling exceptions that may occur.

3. Term.

The term of this Agreement shall be from July 1, 2012 to June 30, 2017 (“Term”), unless earlier terminated as provided herein.

4. Facilities Use Fee.

Each and every school year, Non-Profit shall pay District a Facilities Use Fee. Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on July 1, 2012, payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States.

The calculation for the 2012-2013 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District.

The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District's legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. [Not used.]

6. Dispute Resolution.

The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement and/or a schedule conflict for Shared Use Areas, pursuant to the dispute resolution procedures identified in the Charter Schools' charter.

7. Use.

a. Public Charter School. The Facilities shall be used and occupied by the Charter Schools for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter Schools' enrollment must not exceed the safe and legal limit for the classroom space it occupies.

b. Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter Schools shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the

contents of the Facilities (unless the District gives its prior approval and the Non-Profit pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter Schools sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter Schools shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

c. Rights of the District. The Charter Schools shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District, or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter Schools cause, maintain or permit any nuisance in or about the Facilities. The Charter Schools shall not commit or suffer to be committed any waste in or upon the Facilities.

d. Illegal Uses. The Charter Schools shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter Schools agree to comply with their respective charters as they relate to District Facilities.

e. Security Badges. The Charter Schools will provide identification cards to its staff. The identification cards will be pictured with school name, logo, staff names, and titles. In the event a Co-location with a District program occurs, both the Charter Schools' staff and District staff shall carry said cards at all times that they are at the Site.

f. Civic Center Act. The Charter Schools agree to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities at any time. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter Schools for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter Schools shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

g. Alarms. The Charter Schools shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter Schools agree that in the event that any of Charter Schools' employees, directors, trustees, officers, agents,

students, visitors, or contractors, trigger a false alarm at the Site, the Charter Schools shall be responsible for costs incurred.

8. Furnishings and Equipment.

The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2012. Said furnishings and equipment will be provided pursuant to Education Code section 47614(b), and Title 5, California Code of Regulations, section 11969.2. The Non-Profit is responsible for any furnishings and equipment over and above those provided by the District, except the District shall be responsible for providing Charter Schools additional furnishings and equipment, consistent with the District's policies, that are reasonably equivalent to meet the increase in in-District ADA, when it occurs, throughout the term of this Agreement.

The Non-Profit shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Non-Profit shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Non-Profit and shall be disposed of according to the provisions of the approved Charter petitions.

9. Utilities.

District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s) and the number of removals per week shall only increase during the Term proportionally based on an increase in ADA. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Non-Profit shall reimburse the District for the cost of utilities at the Sites, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Sites. Thirty (30) days prior to the commencement of the 2012-2013 school year, and every subsequent school year during the Term of this Agreement, the District shall endeavor to notify the Non-Profit of its estimated monthly charge for utilities. The Non-Profit shall pay such charge to the District throughout the Term on a monthly basis concurrent with

the Non-Profit payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration of each school year, or earlier termination of this Agreement, the District shall provide the Non-Profit with a reconciliation of the Non-Profit's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Non-Profit for any overpayment or shall invoice the Non-Profit for any underpayment. The Non-Profit shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter Schools shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

a. Non-Profit acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Non-Profit agrees that upon execution of this Agreement, all obligations of the District to the Non-Profit and Charter Schools under Proposition 39 have been satisfied for the Term of the Agreement.

b. Non-Profit acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided by the District pursuant to the terms and conditions as defined in Exhibit D.

12. Signage.

The Charter Schools shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter Schools' signage, but shall not unreasonably deny such design, content or location. The Charter Schools must remove the signage upon termination of this Agreement. The Charter Schools must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Non-Profit's sole cost.

13. Maintenance and Repairs.

a. The District shall maintain the Facilities, furnishings and equipment, in good order, condition, and repair. The Non-Profit will reimburse the District for the costs, including

time, labor and materials, to maintain the Facilities in good order, condition and repair. Said costs to the Non-Profit will be the sum total of: 1) The Facilities Use Fee of Section 4 of the Agreement; 2) the costs of custodial services per Section 11 and Exhibit D of the Agreement; and 3) the actual costs, including salary, benefits and payroll taxes, of the equivalent of one full time (1.0 FTE) District-employed Plant Manager (SPOM III) assigned to the Sites for all 12 months of the year. The District will invoice the Non-Profit quarterly for these actual costs of the District employed custodian and Plant Manager assigned to the Site. The Non-Profit will pay said invoice within thirty (30) days of receipt.

b. The Charter Schools will provide reasonable workspace for the Plant Manager assigned to the Sites.

c. The District will be responsible for any modifications necessary to maintain the Facility in accordance with Education Code sections 47610, subd.(d) or 47610.5. District shall be responsible for the major maintenance of the facilities used by Charter Schools. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582.

d. The District shall be responsible for providing the wiring / MIS infrastructure and maintaining it in its condition as of July 1, 2012. Any upgrades or improvements to the wiring / MIS infrastructure shall be the responsibility of the Charter Schools, in compliance with Section 14 ("Alterations and Additions"). The Charter Schools are responsible for the cost of internet services provided at the commercial rate.

e. Upon the expiration or earlier termination of this Agreement, the Charter Schools shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions.

The Charter Schools shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee, which shall not be unreasonably withheld. Any Improvements to the Facilities made by the Charter Schools shall be paid for by the Charter Schools, and shall be contracted for and performed in accordance with federal, state and local law, and all applicable building code standards, including without limitation Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act and all applicable District policies relating to facilities construction (the "Construction Standards"). The District Superintendent or his designee will identify persons with whom the Charter Schools can communicate to seek information regarding District policies and to obtain consent for Improvements.

The District may impose, as a condition to the aforesaid consent, such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Should the Charter Schools fail to obtain the prior written consent of the District's Superintendent or his designee for Improvements, the Charter Schools shall, upon written request by the District, immediately cease making Improvements until such written consent is obtained, and the Charter Schools shall bear any costs, expenses and liabilities associated with the work stoppage.

Should the Charter Schools fail to contract and perform the Improvements in accordance with the Construction Standards or fail to adhere to the conditions to the District's consent as described above, the District may, at its sole option, direct that the Charter Schools immediately cease making such Improvements, and the District may alter, repair, or improve the Facilities pursuant to paragraph 15 hereunder, to bring the Facilities into compliance with the Construction Standards and/or the conditions to the District's consent, and Charter Schools shall be responsible for all such costs and expenses incurred by the District for such alterations, repairs or improvements. No Improvement shall reduce or otherwise impair the value of the Facilities. No Improvements shall be commenced until Charter Schools have first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Improvements. All Improvements shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes and permits.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter Schools will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of one or more of Charter Schools, all property shall be disposed of in accordance with the provision of the approved individual Charter School's petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter Schools maintains their ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter Schools do not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District.

The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter Schools hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1).

The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter Schools'

operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter Schools to a minimum. The Charter Schools waive any claim for damages for any inconvenience to or interference with the Charter Schools' business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors.

The Charter Schools and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

17. Indemnity.

The Charter Schools, individually and collectively, shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter Schools' use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter Schools shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the individual or collective Charter Schools' part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter Schools, their trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter Schools, their employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter Schools against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18. Insurance.

The Charter Schools shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Site.

a. Cost. The cost of restoring the Facilities under this Section shall be borne by the Non-Profit if the cause of the casualty is the negligence or intentional act of one or more of the Charter Schools, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

b. Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter Schools shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter Schools' business in the Facilities. The District shall provide the Charter Schools alternative space in the District for any part of the respective Charter Schools' program that is displaced by the partial damage and/or the repair work of the same. If one or more of the effected Charter Schools secure alternative space then there shall be no diminution in the use payments during the period of the restoration.

c. Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the effected Charter Schools as soon as

reasonable so as to avoid any interruption in the educational program of the effected Charter Schools.

20. Liens.

Non-Profit shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Non-Profit. Notwithstanding anything stated herein to the contrary, if the Non-Profit fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Non-Profit.

21. Holding Over.

Non-Profit shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Non-Profit holds over, the Non-Profit shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Non-Profit requires the Non-Profit and the Charter Schools to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter Schools at any time after the expiration of the Term or termination of this Agreement.

22. Assignment and Subletting.

The Non-Profit may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.

23. Rules, Regulations and Law.

The Charter Schools and the Charter Schools' agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws. The District will provide the Non-Profit with copies of the relevant written custodial and maintenance policies. The District will provide any such written policies that are amended during the term of the Agreement.

24. Smoking.

Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking

areas.

25. Default by Non-Profit.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Non-Profit:

- a. The failure by Non-Profit to utilize the Facilities for the sole purpose of operating the Charter Schools.
- b. The failure by Non-Profit to make timely payments required under this Agreement.
- c. The failure by Non-Profit to observe or perform any of the material express covenants, conditions or provisions of this Agreement.

d. The revocation or non-renewal of one or more of the Charter School' charters. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter. In the event of any material default or breach by Non-Profit, District may, but shall not be obligated to, terminate this Agreement and Non-Profit's right to possession of the Facilities upon thirty (30) days written notice thereof to the Non-Profit if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Non-Profit shall not be in default if Non-Profit shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

In the instance of a default pursuant to part (d) of this provision, the District may impose the following remedy: The specific Facilities allocated to the respective charter school(s) that has been revoked or not renewed shall revert back to District possession and use. Upon termination, District shall retain the right to recover from Non-Profit, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Non-Profit default or breach of this Agreement, the District shall not be obligated to provide facilities to the Charter Schools pursuant to Proposition 39 for the remainder of that school year.

26. Default by District.

District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may perform the action that is the obligation of the District and invoice the District for the reasonable costs thereof. Prior to taking such action, the Non-Profit must provide thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the

same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

a. Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Non-Profit shall not be deemed to be a waiver of any preceding default by Non-Profit or District of any term, covenant or condition of this Agreement, other than the failure of the Non-Profit to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

b. Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

c. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

d. Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

e. Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

f. Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

g. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

h. Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

i. Prevailing Authority. In the event of a conflict between the law and the terms of this

Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail. The Parties shall meet and confer to determine how to correct any conflicts so this Agreement complies with the Charter.

j. No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

k. Binding Obligation. If and to the extent that the Non-Profit is a separate legal entity from the District, the Non-Profit expressly agrees that this Agreement is a binding obligation on the Non-Profit and the Charter Schools and the District agrees that this Agreement is a binding obligation on the District.

l. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

m. Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

n. Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to the Non-Profit or the Charter Schools shall be sent by United States Mail, postage prepaid, addressed to the Non-Profit or Charter Schools at the address set forth below. All notices and demands by the Non-Profit and/or Charter Schools to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District
Attn: Mary Shelton, Chief Accountability Officer
5735 47th Avenue
Sacramento, CA 95824
Facsimile 916-643-9489

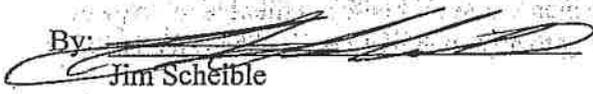
To Non-Profit or Charter School:

St. HOPE Public Schools
Attn: Jim Scheible, Superintendent
2315 34th Street
Sacramento, CA. 95817
Facsimile 916-649-7757

o. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

p. Warranty of Authority: Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

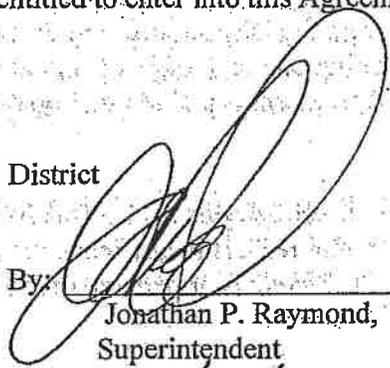
Non-Profit and Charter Schools

By: 

Jim Scheible
Superintendent

Date: 7/19/12

District

By: 

Jonathan P. Raymond,
Superintendent

Date: 7/21/12

Approved and ratified this 21 day of June, 2012, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: 4

NOES: 0

Abstentions: 0

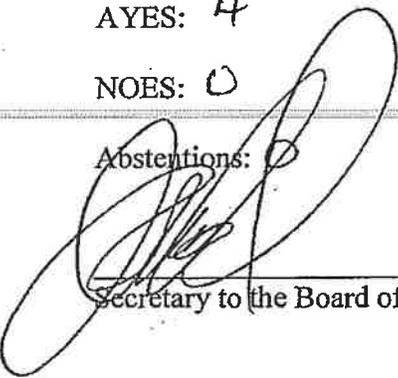

Secretary to the Board of Education

Exhibit A – Description and Square Footage of Facilities

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS					
Bldg.001	West Wing			1974	36964
A-13	W-1	Reception	880		
A-36B	W-10	Student Center	485		
A-36F	W-11	Computer Classroom	449		
A-54	W-12	Classroom	1,249		
A-109B	W-13	Storage	56		
A-110	W-13	Mens	90		
A-109	W-13	Womens	108		
A-55	W-13	Print Office	139		
A-53	W-13	Conf. Room	780		
A-52A	W-14	Electrical Room	45		
A-52	W-14	Classroom	907		
A-50	W-16	Science Lab	1,650		
A-44	W-17	Science Lab	1,225		
A-49B	W-18	Storage	45		
A-49	W-18	Science Lab	1,648		
A-48	W-19	Science Lab	1,492		
A-14	W-1A	Principal	302		
A-15	W-1B	Conference Room	302		
A-12	W-2	Attendance	383		
A-47	W-20	Classroom	1,650		
A-42	W-21	Classroom	733		
A-46	W-22	Classroom	731		
A-41	W-23	Classroom	485		
A-40	W-24	Classroom	753		
A-45	W-25	Classroom	757		
A-56	W-26	Classroom	938		
A-57	W-27	Classroom	908		
A-37	W-28	Classroom	908		
A-38	W-29	Classroom	880		
A-10	W-3	VP	141		
A-11	W-3	Dean	142		
A-09	W-3	Reception	288		
A-39	W-30	Classroom	876		
A-35	W-31	Classroom	878		
A-34	W-33	Classroom	881		
A-28A	W-34A	Conference Room	288		
A-28B	W-34B	Office	288		
A-17	W-35	Classroom	879		
A-18	W-36	Classroom	879		
A-31	W-37	Classroom	879		
A-19	W-38	Classroom	881		
A-04	W-39	Teacher Work Room	430		
A-03	W-40	Classroom	908		
A-02	W-41	Classroom	908		
A-01	W-42	Classroom	938		
A-16	W-43	Classroom	908		
A-17	W-44	Classroom	908		
A-33	W-45	Classroom	908		
A-24	W-6	Classroom	878		

St Hope
Public
Schools PS 7

880	
485	
449	
	1,249
	56
	90
	108
	139
	780
	45
	907
1,650	
1,225	
	45
	1,648
	1,492
302	
302	
383	
	1,650
	733
	731
	485
	753
	757
	938
	908
	908
	880
141	
142	
288	
	876
	878
881	
288	
288	
879	
879	
879	
881	
430	
908	
908	
938	
908	
	908
	908
878	

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
25	W-7	Classroom	879		
A-26	W-8	Computer Classroom	1,216		
A-32	W-9	Classroom	1,028		
A-107B		Janitor	38		
A-102B		Custodian	50		
A-104		Mens	52		
A-51E		Electrical Room	68		
A-36A		Hallway	69		
A-13B		Vault	74		
A-103		Womens	78		
A-43B		Storage	98		
A-108		Womens	118		
A-36E		Librarian	141		
A-107		Mens	142		
A-51B		Custodian	142		
A-43		Storage	144		
A-36C		Work Room	190		
A-102		Girls	204		
A-36D		A.V. Room	215		
A-51C		MDF Room	238		
A-51A		Clerk	340		
A-101		Boys	399		
A-63		Corridor	493		
A-65		Corridor	579		
A-61C		Corridor	609		
A-62		Corridor	733		
A-66		Corridor	767		
A-61A		Corridor	947		
A-61B		Corridor	1,047		
A-64		Corridor	1,062		
		Unspecified	1,193		
A-36		Media Center/Library	5,398		
A-51		Book Room	1,752		
A-60		Corridor	2,060		
A-51C	W-15A	Reception	93		
A-08	W-4	Office	116		
A-07	W-4	Office	134		
A-51D	W-15B	VP	142		
A-05	W-4	Parent Center	143		
A-06	W-4	Waiting Room	160		
A-22	W-5	Counselor	164		
A-20	W-5	Counselor	165		
A-21	W-5	Counselor	169		
A-23	W-5	Guidance Counselor	510		
A-30	W-32B	Reception	279		
A-29	W-32A	Principal	297		

**St Hope
Public
Schools**

PS 7

879
1,216
1,028
38
50
52
68
69
74
78
98
118
141
142
142
144
190
204
215
238
340
399
493
579
609
733
767
947
1,047
1,062
1,193
5,398
1,752
2,060
116
134
143
160
164
165
169
510
279
297

93
142

BUILDING AREA TOTAL 59,999
COVERED WALKWAYS -
CLASSROOMS 32

Bldg. 002	Commons		1974	36964
B-1		Multi-use	16,412	
B-2		Storage	181	
B-2		Kitchen	125	
B-2		Storage	92	
B-2		Clock Tower	1,024	
B-2		Serving	1,816	
B-3		Snack Bar	184	
B-4		Scullery	173	
B-5		Storage	25	

16,412
181
125
92
1,024
1,816
184
173
25

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/ Modernized	DSA #
5		Office	76		
B-6		Lockers	45		
B-6		Toilet	23		
B-7		Food Storage	493		
B-7A		Stairs	59		
BUILDING AREA TOTAL			20,728		
COVERED WALKWAYS			600		
CLASSROOMS			-		

**St Hope
Public
Schools**

PS 7

76
45
23
493
59
600

Bldg. 003	East Wing			1974	36964
C-04	E-13	Auto Shop	2,101		
C-13	E-13	Storage	169		
C-4A	E-13	Office	118		
C-21	E-41	Classroom	1,307		
C-21A	E-41	Storage	446		
C-27	E-41	Dark Room	299		
C-27B	E-41	Dark Room	56		
C-32	E-41	Storage	87		
C-55		Corridor	532		
C-56A		Corridor	1,209		
C-56B		Corridor	1,353		
C-56C		Corridor	1,109		
C-57		Corridor	531		
C-58		Corridor	1,075		
C-59		Corridor	532		
C-48	E-3	Classroom	879		
C-40	E-43	Classroom	898		
C-47	E-44	Classroom	908		
C-19	E-16	Computer Lab	781		
C-15	E-18	Science Lab	1,325		
C-08	E-33	Science Lab	1,855		
C-33	E-6	Classroom	887		
C-28	E-7	Classroom	879		
C-22	E-8	Classroom	879		
C-18	E-9	Classroom	875		
C-103A		Women	31		
C-104A		Men	31		
C-103		Girls	147		
C-104		Boys	147		
C-43	E-1	Reception	305		
C-16	E-10A	Office	105		
C-17	E-10B	Office	198		
C-10	E-11	Classroom	882		
C-11	E-12	Classroom	876		
C-29	E-14	Classroom	879		
C-23	E-15	Computer Lab	1,176		
C-14	E-17	Classroom	880		
C-25	E-19	Classroom	866		
C-42	E-2	Principal	294		
C-20	E-20	Office	182		
C-24	E-21	Computer Lab	789		
C-30	E-22	Classroom	879		
C-31	E-23	Classroom	896		
C-35	E-24A	Office	435		
C-36	E-24B	Office	435		
C-38	E-25	Classroom	879		
C-44AA	E-26A	Office	32		
C-44A	E-26A	Office	204		
C-44B	E-26B	Office	313		
C-45	E-27	Storage	190		

2,101
169
118
1,307
446
299
56
87
532
1,209
1,353
1,109
531
1,075
532
879
898
908
781
1,325
1,855
887
879
879
875
31
31
147
147
305
105
198
882
876
879
1,176
880
866
294
182
789
879
896
435
435
879
32
204
313
190

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
	E-27	Art Classroom	877		
C-52	E-28	Art Classroom	908		
C-53	E-29	Art Classroom	938		
C-51	E-30	Art Classroom	906		
C-46	E-30/E-31	Kiln Room	135		
C-46	E-30/E-31	Storage	154		
C-39	E-31	Ceramic Lab	1,521		
C-26	E-32	Classroom	1,212		
C-07	E-34	Science Lab	1,366		
C-06	E-35	Classroom	907		
C-05	E-36	Science Lab	1,693		
C-03	E-37	Classroom	909		
C-02	E-38	Classroom	910		
C-01	E-39	Classroom	937		
C-41B	E-4	Office	431		
C-09	E-40	Classroom	905		
C-31A	E-42	Office	459		
C-41A	E-5	Office	431		
C-42A		Custodian	25		
C-105A		Women	31		
C-106A		Men	31		
		IDF	52		
C-14A		Custodian	66		
C-45A		Custodian	93		
C-106		Boys	146		
C-105		Girls	147		
C-14C		Girls	149		
C-14B		Boys	171		
C-19		Event Center	6,782		
BUILDING AREA TOTAL			56,433		
COVERED WALKWAYS			1,980		
CLASSROOMS			35		

**St Hope
Public
Schools** **PS 7**

877
908
938
906
135
154
1,521
1,212
1,366
907
1,693
909
910
937
431
905
459
431
25
31
31
52
66
93
146
147
149
171
6,782

1,980

Bldg. 004	Auditorium		1937	2772
1st Floor				
		Corridors	2,258	2,258
		Foyer	260	260
		Stairs	433	433
		Stage	4,248	4,248
		Assembly	6,390	6,390
		Storage	3,177	3,177
		Toilets	573	573
		Practice Room	613	613
	Aud 303	Classroom	1,044	1,044
	Aud 301	Classroom	1,044	1,044
<i>Subtotal 1st Floor</i>			20,040	
Mezzanine Level				
		Corridors	165	165
		Stairs	156	156
		Toilets	330	330
		Storage	165	165
<i>Subtotal Mezzanine Level</i>			816	
2nd Floor				
		Stairs	366	366
		Foyer	230	230
		Storage	500	500

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
	Aud 302	Classroom	1,925		
		Assembly	4,779		
<i>Subtotal 2nd Floor</i>			7,800		

**St Hope
Public
Schools**

PS 7

1,925
4,779

BUILDING AREA TOTAL 28,656
COVERED WALKWAYS 188
CLASSROOMS 3

188

Bldg. 005	Dance Annex			1937	2772
	DA 2	Classroom	1,140		
	DA 1	Classroom	945		
	DA	Classroom	3,182		
		Storage	394		
		Costumes	225		
		Corridor	324		

1,140
945
3,182
394
225
324

BUILDING AREA TOTAL 6,210
COVERED WALKWAYS 948
CLASSROOMS 3

948

Bldg. 006	Pavilion Gym			1937	2772
1st Floor					
H602		Corridor	1,762		
V009		Medical Exam	587		
H601		Corridor	1,186		
H605		Instructor	156		
SFTB		Drying	516		
R601		Team Lockers	4,117		
SX61		Storage	223		
SX63		Instructor	160		
SX62		Equipment	436		
SH61		Storage	176		
SNW6		Storage	136		
		Office	111		
O002		Office	356		
SC04		Storage	111		
C004		Instructor	140		
R602		Team Lockers	3,559		
TR65		Showers	1,067		
B600		Pump Room	387		
ZC60		Wash Room	237		
TR6T		Toilet	302		
SR61		Storage	166		
C006		Instructor	139		
SC06		Drying	343		
SME6		Storage	131		
C007		Instructor	167		
C008		Instructor	130		
F600		Lobby	2,631		
SSEO		Storage	536		
V601		Football Stor.	1,055		
V602		Classroom	1,079		
H600		Corridor	1,949		
TW6		Vestibule	37		
J00		Custodian	78		
SH6X		Storage	41		
SW60		Storage	107		

1,762
587
1,186
156
516
4,117
223
160
436
176
136
111
356
111
140
3,559
1,067
387
237
302
166
139
343
131
167
130
2,631
536
1,055
1,079
1,949
37
78
41
107

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
30		Toilet (Men)	247		
ZBX1		Tickets	88		
CR0P		Storage	445		
		Refreshments	231		
SS86		Storage	179		
R010		Dressing Rm	325		
R011		Lockers	622		
C0F7		Gym	12,648		
T10S		Shower	75		
T11S		Shower	112		
SH60		Lounge	117		
SE60		Storage	80		
T10T		Toilet	58		
T11T		Toilet	87		
ZBX2		Tickets	83		
TW60		Toilet (Women)	247		
		Unspecified	778		
<i>Subtotal 1st Floor</i>			40,736		
2nd Floor					
M600		Mechanical	1,804		
S261		Storage	172		
ZG60		Broad. Booth	101		
HTMF		Vestibule	70		
TMF2		Toilet (Men)	230		
HTWF		Lounge	99		
TMF2		Toilet (Women)	204		
<i>Subtotal 2nd Floor</i>			2,680		

**St Hope
Public
Schools**

PS 7

247
88
445
231
179
325
622
12,648
75
112
117
80
58
87
83
247
778

BUILDING AREA TOTAL 43,416
COVERED WALKWAYS 1,256
CLASSROOMS -

1,804
172
101
70
230
99
204

1,256

Bldg. 007	Fieldhouse Gym		1974	36964
		Equipment	138	
H710		Vestibule	212	
H708		Vestibule	212	
O709		Exercise	858	
		Storage	115	
S711		Storage	211	
		Storage	119	
C700		Student Store	518	
		Storage	292	
V700		Dance	3,826	
		Vestibule	88	
V701		Gymnastics	3,343	
		Classroom	2,072	
		Vestibule	49	
		Coaches	347	
H700		Corridor	648	
C705		Office	432	
T708		Lockers	179	
S700		Storage	95	
		Boiler	568	
		Showers	794	
		Toilet	260	
S701		Storage	187	

138
212
212
858
115
211
119
518
292
3,826
88
3,343
2,072
49
347
648
432
179
95
568
794
260
187

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/ Modernized	DSA #
		Corridor	1,933		
J703		Custodian	73		
G700		Gymnasium	7,651		
		Unaccounted	230		

**St Hope
Public
Schools**
1,933
73
7,651
230

PS 7

BUILDING AREA TOTAL 25,450
COVERED WALKWAYS -
CLASSROOMS -

Bldg. 008	Pool Building			1967	29154
		Locker Rooms	1,748		
		Toilets	520		
		Showers	923		
		Office	871		
		Lobby	372		
		Storage	671		
		Mechanical	300		

1,748
520
923
871
372
671
300

BUILDING AREA TOTAL 5,405
COVERED WALKWAYS 779
CLASSROOMS -

779

Permanent Building Area 246,297
Covered Walkways 5,751
Permanent Classrooms 73

PORTABLE BUILDINGS

P1	P1	Classroom	960		
P2	P2	Classroom	960		
P3	P3	Classroom	960		
	P4	Classroom	960		
P5	P5	Classroom	960		
P6	P6	Classroom	960		
P7	P7	Classroom	960		
P8	P8	Classroom	960		
P9	P9	Classroom	960		
P01/RR		Toilets	960		
P10	P10	Classroom	960		
P11	P11	Classroom	960		
P12	P12	Classroom	960		
P13	P13	Classroom	960		
P14	P14	Classroom	960		
P15	P15	Classroom	960		
P16	P16	Classroom	960		
P17	P17	Classroom	960		
P18	P18	Classroom	960		
P19	P19	Classroom	960		
P20	P20	Classroom	960		

960
960
960
960
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960
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960
960
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960
960
960
960
960
960
960
960
960
960
960
960
960
960

BUILDING AREA TOTAL 20,160
COVERED WALKWAYS -
CLASSROOMS 20

TOTAL	218,073	19,107	35,028
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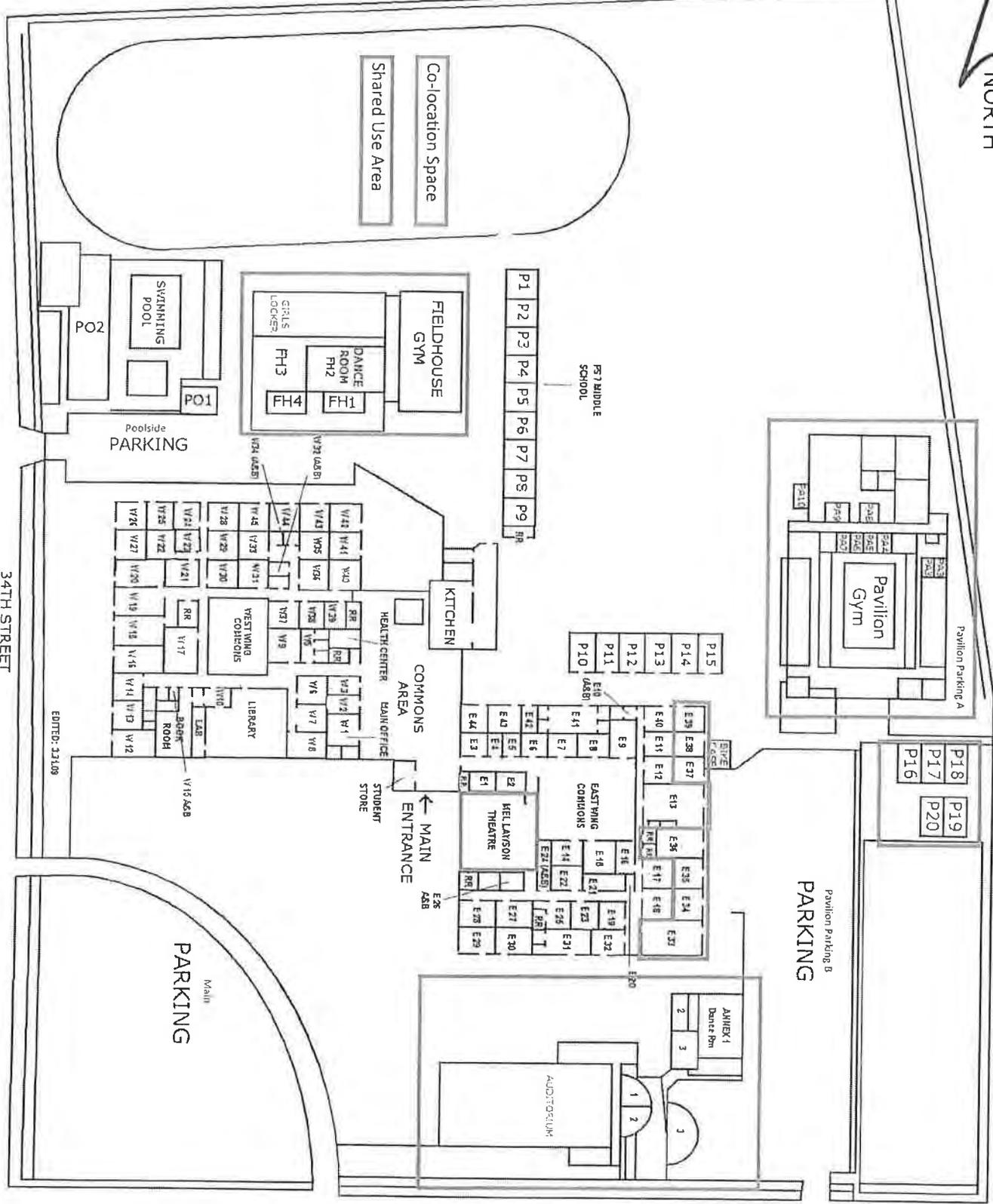
Portable Building Area 20,160
Covered Walkways 0
Portable Classrooms 20

TOTAL BUILDING AREA 266,457
TOTAL COVERED WALKWAYS 5,751
TOTAL CLASSROOMS 93

Exhibit B – Map of Sacramento High School Campus Facilities/Buildings and Other Property



"V" STREET



"Y" STREET

34TH STREET

37TH STREET

EDITED: 2/1/09

Exhibit C – Facilities Use Fee

For the 2012-2013 school year, Non-Profit shall pay District an initial estimated Facilities Use Fee of Five Hundred Forty-Three Thousand Nine Hundred Four Dollars and Twenty Cents (\$543,904.20) based on a pro rata Facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Two Hundred Fifty Nine Thousand and Two (259,002) square feet of the Facilities (237,180 square feet at Sacramento High School site plus 21,822 square feet at the Strawberry Lane Site) during that time. The Facilities Use Fee shall be paid out in equal installments of Forty-Five Thousand Three Hundred Twenty-Five Dollars and Thirty-Five Cents (\$45,325.35) each month throughout the fiscal year. Beginning on July 1, 2012, payments shall be payable on or in advance on the first day of each month (“Due Date”), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will re-calculate and adjust these fees annually for the remaining fiscal years for the Term of this Agreement.

In the event that there are adjustments made to the allocation of space, the Facilities Use Fee will be calculated according to the square feet allocated.

Exhibit D – Custodial Services

a. Routine Services. The District shall be responsible for providing the “routine” or regularly scheduled daily or weekly custodial services for the Strawberry Lane facility. The level of said services will be consistent with the District’s standard practices and policies. The District’s standard policies will be provided to the Charter schools. Said services will be provided by District employees, and Charter Schools have the right to report dissatisfaction with the custodial services so the District will take any corrective action that may be appropriate. Charter Schools shall have the right to direct the custodian to perform specific duties that are within the scope of the custodian’s job duties. The Charter Schools will reimburse the District for the actual costs, including time and labor (including salary, benefits and payroll taxes), to provide custodial services for the Strawberry Lane facility. In order to provide more comprehensive coverage of services, Charter Schools will employ two (2) 3.5 hour custodians on separate shifts.

Said reimbursement shall also include actual costs to the District for any cleaning supplies and tools necessary for those District personnel to provide Custodial Services, including but not limited to toilet paper, soap and paper towels. The District will invoice the Charter Schools quarterly for these services. The Charter Schools will pay said invoice within thirty (30) days of receipt.

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and Urban Charter Collective, a California non-profit public benefit corporation ("Non-Profit"), as operator of Yav Pem Suab Academy, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 1, 2015, to July 31, 2018, which became effective on or about June 18, 2015.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018, to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019, to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020, to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021, to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2022, to June 30, 2023, which became effective on June 10, 2022.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2023, to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2024.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Date

Lee Yang
Superintendent
Urban Charter Collective

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and Urban Charter Schools Collective, a California non-profit public benefit corporation (“Non-Profit”), which operates Yav Pem Suab—Preparing for the Future Charter School, a charter school (“Charter School”). The Non-Profit and District are collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of real property located at Lisbon Elementary School, 7555 South Land Park Drive, Sacramento, California (“Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) serving students in grades kinder through 6th grade in the 2015-16, 2016-17, and 2016-17 school year.
- D. WHEREAS, Charter School desires to use certain District facilities located on the Site for its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocating of facilities under Proposition 39, for the 2015-2016, 2016-2017, and 2017-18 school years.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit.

- 1. Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. Facilities. Use of the Facilities shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Site. The District grants use of the following facilities (“Facilities”) located on the Site as described and/or depicted in Exhibits A and B, which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Agreement.

3. Term. The term of this Agreement shall be from July 1, 2015, to July 31, 2018 (“Term”), unless earlier terminated as provided herein.

4. Facilities Use Fee.

Each and every school year, Non-Profit shall pay District a Facilities Use Fee. Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on July 1, 2015, payments shall be payable on or in advance on the first day of each month (“Due Date”) in lawful money of the United States.

The calculation for the 2015-2016 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District. The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District’s legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. Over-Allocation. The District reserves the right to collect over-allocation and other applicable fees and reimbursements from the Charter School, pursuant to Title 5, California Code of Regulations, Section 11969.8. The Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2015-2016 school year, and upon which the Facilities are provided, is 298.7.

6. Dispute Resolution. The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

(c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

(d) Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities.

(e) Security Badges. The District will provide security badges to the Charter School for its staff. The Charter School will pay for the cost of the security badges. Charter School staff shall wear these badges to use as evidence that they are lawfully on the premises. Charter School is entitled to up to twenty-five (25) District badges. Lost or stolen badges shall be replaced at a cost of \$5.00 per badge.

(f) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities

accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

(g) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Site, Charter School shall be responsible for costs incurred.

8. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2011. Said furnishings and equipment will include sufficient desks, chairs and a white board for each classroom. The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.
9. Utilities. District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s), the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the

District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Thirty (30) days prior to the commencement of the 2015-2016 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for utilities. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall provide the Charter School with a reconciliation of the Charter School's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Charter School for any overpayment or shall invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Charter School agrees that upon execution of this Agreement, all obligations of the District to the Charter School under Proposition 39 have been satisfied for the Term of this Agreement.

(b) Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation

of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

13. Operations and Maintenance.

(a) The cost for the ongoing operations and maintenance of the Facilities and furnishings and equipment is calculated into the Facilities Use Fee of Section 4 of this Agreement. The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2011. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the cost of internet service provided at the commercial rate.

(b) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District's schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(c) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions. The Charter School shall only make alterations, additions, or improvements ("Improvements") to the Facilities after obtaining the prior written consent of the District's Superintendent or his designee. Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School's petition.

Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors. The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

17. Indemnity.

The Charter School shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims,

demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18. Insurance. The Charter School shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Site.

(a) Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the

Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

20. Liens. Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.
21. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
22. Assignment and Subletting. The Charter School may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.
23. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.
24. Smoking. Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.
25. Default by Charter School. The occurrence of any one or more of the following events

shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.
- (b) The failure by Charter School to make timely payments required under this Agreement.
- (c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
- (d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.
- (e) The failure by Charter School to maintain ADA of eighty (80) or more in-District students as the term "in-District students" is defined in Proposition 39.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

- 26. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.
- 27. Miscellaneous.

- (a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.
- (b) Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- (c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- (d) Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.
- (e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- (f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.
- (g) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.
- (h) Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- (i) Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the

Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

Sacramento City Unified School District
Attn: Sue Lee, Charter Oversight Coordinator
5735 47th Ave
Sacramento, CA 95824
Facsimile: 916-399-2020

To Non-Profit or Charter School:

Attn: Lee Yang, Superintendent
Lisbon Elementary School
7555 South Land Park Drive
Sacramento, CA 95831
Facsimile: 916-691-9088

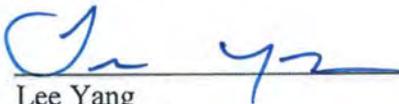
(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile

or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement 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.

Non-Profit and Charter School

District

By: 
Lee Yang
Superintendent
Urban Charter Schools Collective

By: 
Jose L. Banda
Superintendent
Sacramento City Unified
School District

Date: 7-3-15

Date: 6/18/15

Approved and ratified this 18th day of June, 2015, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

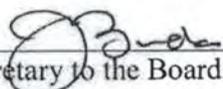

Secretary to the Board of Education

EXHIBIT A- Facilities

Facilities to be provided: Except as otherwise provided herein, Charter School will have use of the entire site, except for the following classrooms 14, 28, 29, 30.

However, the Pre-K play area is east of Room 14 and north of rooms 2 and 3, shall be shared with the Child Development Center that is also operated at the site. A Charter School designee shall meet and confer with Child Development Center in order to determine a schedule for shared use of the pre-K play area.

School Name: Lisbon Elementary School
 School Code: 284
 Site Area: 6.37Acres Year Built: 1988
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053

Address: 7555 South Land Park Dr., Sacramento, CA 95831

Bldg/Room Code	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA #
PERMANENT BUILDINGS						
Bldg. 001					1988	49739
Y001	1	Classroom		848		
Y002	2	Classroom		848		
S004		Storage		115		
T001		Toilet		44		
T002		Toilet		44		
K001		Work Area		164		
T003		Toilet		13		
T004		Toilet		13		
S003		Storage		106		
I001		Staff Lounge		516		
S002		Storage		82		
S001		Computer Rm.		224		
X001		Library		1,213		
		Unspecified		165		

<u>Charter Only</u>	<u>District Only</u>	<u>Shared</u>
848		
848		
		115
		44
		44
164		
13		
13		
106		
516		
82		
224		
1,213		
165		

BUILDING AREA TOTAL 4,395
 COVERED CORRIDORS & WALKWAYS 1,089
 CLASSROOMS 2

1,089

Bldg. 002					1988	49739
K001		Kitchen		548		
S002		Pantry		126		
S003		Storage		569		
		Refrig. Room		50		
		Mechanical		12		
U001		Multi-Use		3,530		
ZS00		Platform		673		
		Stairway		58		
		Stairway		24		
		Unspecified		3,205		

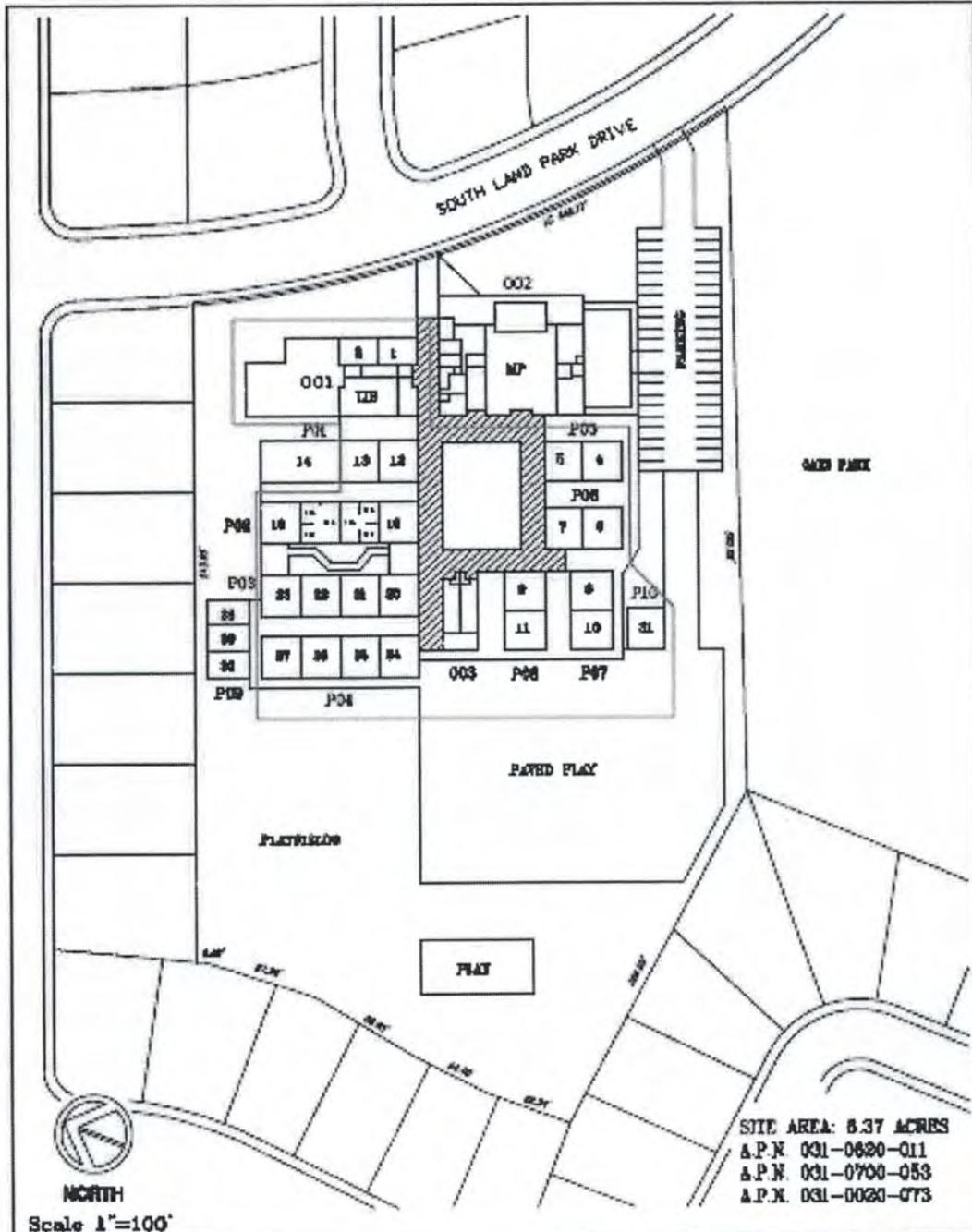
548		
126		
		569
50		
12		
3,530		
673		
58		
24		
3,205		

BUILDING AREA TOTAL 8,795

Permanent Building Area	14,690
Covered Walkways	7,925
Permanent Classrooms	2
Total Site Area	40,610
Total Covered Walkways	7,925
Grand Total	48,535

Total Shared Space	8,697
Ratio of Charter to District Space	0.8933
Shared Space Allocated to Charter	<u>7,769</u>
Total Square Feet to be reflected in Facilities Use Agreement	
Space Exclusively for Charter	35,998
Shared Space	<u>7,769</u>
Total	43,767

EXHIBIT B



Lisbon Elementary School (284)
 7555 South Land Park Drive
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
 DECEMBER 2003

EXHIBIT C

For the 2015-2016 school year, Charter School shall pay District an initial estimate Facilities Use Fee of Ninety One Thousand Nine Hundred Ten and Seventy Cents (\$91,910.70), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Forty-Three Thousand Seven Hundred Sixty Seven (43,767) square feet of the Facilities during that time. The initial estimate Facilities Use Fee shall be paid out in equal installments of Seven Thousand Six Hundred Fifty Nine Dollars and Twenty Three Cents (\$7,659.23) each month throughout the fiscal year. Beginning on July 1, 2015, payments shall be payable on or in advance on the first day of each month ("Due Date"), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will re-calculate and adjust these fees annually for the remaining fiscal years for the Term of this Agreement

EXHIBIT D

The Charter School shall be responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School shall bear the cost of such custodial services, including the salary and benefits of the Custodian and the cost of any cleaning supplies and tools necessary for the Custodian to provide services. The Charter School shall purchase, store and provide all consumable materials which the custodian shall use in the provisioning of the facilities' restrooms, including but not limited to toilet paper, soap, and paper towels. The District shall provide its fair share of the paper products to the site consumed by the regular and reasonable use of the restrooms shared by the District, or the District's programs. In the event that the Charter School fails to meet these standards, the School will become responsible for the salary and benefits of the District-supplied plant manager/custodian and the cost of the cleaning supplies, tools and materials used by the custodian.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1p

Meeting Date: June 22, 2023

Subject: Approve Joint Venture and License Agreement Between Sacramento City Unified School District and A Different Path

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

Division: Facility Support Services

Recommendation: Approve Joint Venture and License Agreement Between Sacramento City Unified School District (SCUSD) and A Different Path.

Background/Rationale: A Different Path (ADP) is a nonprofit that provides a wide array of community services to constituents within the District, including, but not limited to, the following:

- Mental health and education support services to the community at-large, including:
 - Self-awareness and recovery mental health services for youth, ages 12-18;
 - County referrals for mental health and/or a wide range of community services;
 - Anger management, parenting classes, co-parenting supports, and reunification of families through the Sacramento County Courts; and
 - Social services internships with various Northern California colleges and universities.
- Partner with the Sacramento County Sheriff's Department to help alleviate the burden of debt some community members face from traffic violations through community service options.
- Workshops and trainings on restorative justice healing, and inter-personal development.

The nonprofit previously held office space within a vacant portable at Capital City School from December 1, 2015 through July 31, 2022. A Different Path was asked to relocate in order to better fit District programming into the Capital City School location. A Different Path relocated to a vacant portable at the Fruitridge Community Collaborative site beginning in August 2022 and have temporarily reserved the space through the civic permit process. However, ADP would like to formalize a longer-term Agreement with the District to ensure the space will remain available to them, and to confirm a longer-term Agreement to their funders.

Financial Considerations: None

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

Documents Attached:

1. Joint Venture and License Agreement Between Sacramento City Unified School District and A Different Path

Estimated Time of Presentation: NA

Submitted by: Rose Ramos, Chief Business and Operations Officer

Nathaniel Browning, Director I of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**JOINT VENTURE AND LICENSE AGREEMENT BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND A DIFFERENT PATH**

THIS JOINT VENTURE AND LICENSE AGREEMENT ("Agreement" or "License") is made and entered into upon approval between the parties below ("Effective Date"), by and between the Sacramento City Unified School District ("District") and A Different Path, a California nonprofit corporation ("A Different Path") (collectively, the "Parties"). The operative date ("Operative Date") shall be the date of occupancy by A Different Path which is estimated to be July 1, 2023 (the "Occupancy Date").

WHEREAS, the District owns property at 4625 44th Street in the City of Sacramento which was previously known as Fruit Ridge Elementary School ("Fruit Ridge"); and

WHEREAS, the Fruit Ridge portable building outlined in this Agreement was previously operated as a preschool, and

WHEREAS, the District and A Different Path desire to enter into a joint venture and license relationship for the use of the premises at Fruit Ridge described below (the "Premises"); and

WHEREAS, the Agreement sets forth the terms and conditions for such use.

NOW, THEREFORE; the Parties agree to the following terms and conditions:

ARTICLE I

JOINT VENTURE AND LICENSE USE

1.1 **Joint Venture and License; Premises.** The Parties enter into a joint venture and license relationship for the use of the Premises. The District, as Licensor, hereby grants to A Different Path, as Licensee, a license (the "License") for the mutual benefit of the community and children served by both the District and A Different Path. Pursuant to the License, A Different Path shall have the right to use, subject to the terms and conditions herein, the Premises surrounding Room 37 at Fruit Ridge as more particularly described in Attachment A incorporated herein by this reference. The Premises, for the purpose of the License, may be adjusted from year to year. The license year shall be the fiscal year from July 1 to June 30 (the "License Year"). For the first year, the License Year is estimated to commence on April 1 and shall end on June 3, 2023. The Premises as described in Attachment A shall be the Premises for the first License Year. Thereafter, from year to year, the Premises may be adjusted by the Parties. During the course of a License Year, the Premises may be increased on the providing of written notice as set forth in section 5.11 below. Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period").

1.2 **License Fee.** The initial License Fee shall be \$1.88 per square foot per year for the Premises. After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. Any decreases to the initial License Fee may be proposed by A Different Path based on such considerations as its enhancements or improvements to the Premises, its repairs to the Premises, and the benefits to the District and the community it serves, including student populations. Nothing herein shall commit the District in reviewing such proposals by A Different Path. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid by the tenth of each

month or be subject to a late payment fee of \$50 for each week of delinquency plus a 5% interest charge on the principal of the License Fee. Payment for the initial monthly payment for the first License Year, and assuming occupancy on or about July 1, 2023, A Different Path may pay the initial monthly payment by August 15, and then by the 10th of each month thereafter. For subsequent License Years, monthly payment shall be made. Any quarterly payment shall be subject to the same late payment and interest calculation set forth above. Acceptance of payment of a delinquent License Fee, and late payment fee plus interest, shall not waive other remedies of the District to terminate or revoke the License granted herein.

1.3 **License Deposit.** To assure that A Different Path performs its obligations under the License, and as a source for the payment of any payment of any delinquent License Fee due, Licensee agrees to deposit with the District an amount of \$220 (the "License Deposit"). The License Deposit can be paid in full at the onset of the initial Term, or can be paid through five equal installments of \$44 on August 15, September 10, October 10, November 10, and December 10. The License Deposit shall be made with the District in a fund which will bear interest at the same rate as District funds pursuant to deposit requirements imposed on public school districts. Any unused License Deposit plus interest earned shall be remitted to A Different Path.

1.4 **Sublicense.** Subject to approval by the District of any sublicense agreement, A Different Path, as the holder of the master license, may sublicense occupancy to other organizations within the Premises that provide services compatible with the goals and policies of the District. The sublicense fee may be collected by either A Different Path, or assigned by A Different Path to the District if consented to in writing by the District. Any such assignment shall serve as a credit against the License Fee unless A Different Path is in breach of the Agreement. Any fees, charges, or costs collected by the sublicensee which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the District. A Different Path shall be responsible to insure that the terms and conditions of any sublease agreement are complied with. A Different Path shall terminate any sublicensee that is in breach of its material obligations of the sublicense. Failure to enforce the obligations of the sublease agreement may be grounds for revocation of A Different Path's License. The sublicense agreement shall not exceed the Term as described in Article II.

1.5 **Repairs and Alterations.** A Different Path accepts occupancy of the Premises in an "as is" condition, except that the District shall ensure that the mechanical systems such as HVAC and plumbing are in working condition prior to the Occupancy Date. Any repairs or improvements (collectively, "A Different Path ") shall be submitted to the District for review and approval. The District reserves the right to require, depending on the nature and scope of A Different Path. 's Improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. In consideration of the payment of the License Fee, the District shall conduct necessary maintenance of the Premises ("District Maintenance") such as repairing leaks, other routine maintenance such as repairing windows, and general maintenance, at the discretion of the District, associated with preserving the structures and other improvements at the Premises. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted.

1.6 **Premises Inspection.** To ensure HIPAA and BBS Code of Ethics Legal Confidentiality requirements, the District may enter and inspect the Premises during normal business hours with a 48 notice for compliance under the License and for compliance by any sublicensee, unless building maintenance emergencies require immediate attention. Such entry shall not unreasonably interfere with the activities being conducted at the Premises. All licensees shall conduct their activities without

causing waste, vandalism, or a nuisance at the Premises. A Different Path waives any claim for damages for injury, inconvenience or interference with A Different Path's activities, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person under its explicit direction or control. District shall have keys, or key cards, to unlock all doors on the Premises and the right to enter by any means necessary for entry. Any entry to the Premises obtained by District by any means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into the Premises, or a constructive or actual ejection of A Different Path from the Premises or any portion thereof.

1.7 **Existing Furniture**. A Different Path has furnished the Premises with their own furniture.

ARTICLE II

TERM OF LICENSE

2.1 **Term**. The term ("Term") of the License and Agreement shall commence on the Effective Date and shall terminate, unless terminated earlier below, on December 31, 2026 ("Termination Date"). Upon mutual consent, in writing between the Parties, the Term may be extended. Notwithstanding the Termination Date, the License and Agreement may be terminated earlier ("Early Termination Date") as follows:

2.2 **Early Termination for Convenience**. The Agreement may be terminated by either Party for convenience. Notice of such termination shall be given at least ninety (90) days before the end of a License Year and shall be effective at the end of the following License Year.

2.3 **Early Termination for Cause**. The Agreement may also be terminated by either Party at any time for cause. "Cause" shall consist of a breach of any non-technical provision of the Agreement, and the failure of the breaching party to cure the breach within sixty (60) days of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breach not to exceed one hundred and twenty (120) days. If District terminates the Agreement for cause, it may bring an action to recover any damages from A Different Path including any unpaid License Fee and to revoke the License.

2.4 **Vacation of Premises**. On or before the Termination Date or Early Termination Date, A Different Path shall return the Premises and the affected portions of the Premises to District in a clean condition, ordinary wear and tear excepted. A Different Path shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from A Different Path's surrender of the Premises. On or before the Termination Date or Early Termination Date, A Different Path and A Different Path's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. A Different Path shall have the right to remove furnishings and equipment. Any fixtures may be removed as long as damage is not caused to buildings or other structures.

ARTICLE III

ASSESSMENTS, TAXES, FEES, CHARGES, AND UTILITIES

A Different Path shall pay or cause to be paid, and hold District and the property of District, including the Premises, free and harmless from all assessments, taxes, fees, and charges, including but

not limited to, charges for the furnishing of telephone services and other public utilities, including internet access and use. District shall not be liable in damages or otherwise for any interruption in the supply of any utility services to the Premises nor shall any such interruption constitute any ground for an abatement of A Different Path 's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent A Different Path is subject to a possessory interest tax for its use, the tax shall be paid by A Different Path.

3.1 **Agreement to Meet and Confer.** The Parties will meet and confer, within six months of the Effective Date to negotiate, in good faith, current and future year fees, terms and conditions.

ARTICLE IV

INSURANCE AND SAFETY

Insurance Requirements. A Different Path shall maintain insurance in the minimum amounts as required by the District. For the first License Year, there shall be a minimum of \$1,000,000 per occurrence for both Premises liability and personal liability. In subsequent License Years, the insurance requirements may be adjusted depending on the scope of uses by A Different Path and scope of uses by sublicensees. A Different Path shall submit evidence of such insurance and shall name the District as an additional insured prior to occupancy. As an additional insured, A Different Path 's policy requirements shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

A certificate issued by the carrier, or carriers, of the policies described herein shall be delivered to District prior to A Different Path 's, its employees, volunteers and/or its independent contractors first entry onto the Premises. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher and the insurance carrier shall be admitted in California to provide insurance coverage and issue policies.

The policy requirements may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair District's rights under the Agreement, or negate, or decrease, A Different Path's obligations under the Agreement.

4.1 **Safety.** A Different Path shall be solely and completely responsible for conditions of the Premises, including safety of all persons and property. The foregoing shall include but not be limited to ensuring that the installation of any improvements to the Premises are adequately secured by A Different Path to avoid the creation of an attractive nuisance or other hazardous condition. A Different Path, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises and services provided shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

4.2 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related

improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by A Different Path , its employees, agents, invitees, guests, vendors, or any other person acting under A Different Path 's control or direction, the Agreement shall continue in full force and effect and A Different Path , at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of A Different Path, its employees, agents, invitees, guests, vendors, or any other person acting under A Different Path's control or direction, then at its option the District may terminate this License upon written notice to Social Good Funds, Inc. and may at its option proceed with repairs and/or restoration of the Premises.

4.3 **Indemnity By A Different Path.** Except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control, A Different Path shall indemnify and hold District, its officers, agents, employees, members of its Board of Education free and harmless from any and all liability, claims, loss, damages, or expenses resulting from A Different Path 's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

- 4.3.1 The death or injury of any person who is an employee, guest, invitee, or agent of A Different Path , or by reason of the damages to or destruction of any property, including property owned by A Different Path or by any person who is an employee or agent of A Different Path , from any cause whatsoever as a direct result of operating the Program Services or A Different Path 's use and/or occupancy of the Premises while that person or property is in or about the Premises or in any way connected with the Premises or with any of A Different Path 's improvements or personal property on the Premises;
- 4.3.2 The death or injury of any person, including any person who is an employee, guest, invitee, or agent of A Different Path , or by reason of the damage to or destruction of any property, including property owned by A Different Path or any person who is an employee or agent of A Different Path , caused or allegedly caused by either (1) the condition of the Premises or improvements on the Premises; or (2) any act or omission on the Premises by A Different Path or any person in or about the Premises with the permission and consent of A Different Path ;
- 4.3.3 Any work, including alterations, performed on the Premises or materials furnished to the Premises at the instance or request of A Different Path or any person or entity acting for or on behalf of A Different Path ; and
- 4.3.4 A Different Path's failure to perform any provision of the Agreement or to comply with any requirement of applicable law or any requirement imposed on A Different Path or the Premises by any duly authorized agency or political subdivision.

4.4 **Limitation of Liability.** Neither District, nor any of its officers, agents, employees, and members of its Board of Education, shall be personally liable in any manner or to any extent under or in connection with the Agreement. A Different Path waives any and all such personal liability against the District and the individuals stated herein.

ARTICLE V

GENERAL TERMS AND PROVISIONS

5.1 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in the Agreement and all understandings, oral or written, with respect to the subject matter of the Agreement are hereby superseded.

5.2 **Future Assurances.** Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement.** No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and A Different Path

Waiver. The failure by either Party to enforce any term or provision of the Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the Agreement shall be deemed or shall constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.4 **Severability.** In the event any clause, sentence, term or provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of the Agreement shall nonetheless remain in full force and effect.

5.5 **Construction of Agreement.** The terms and provisions of the Agreement shall be liberally constructed to effectuate the purpose of the Agreement.

5.6 **Governing Law and Venue.** The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provision set forth in section 5.12, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.

5.7 **Assignment.** A Different Path shall not have the right to assign the Agreement or any interest in the Agreement, without District's prior written consent. A sublease by A Different Path shall not be considered an assignment. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

5.8 **Binding Effect.** The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

5.9 **Independent Contractor.** A Different Path is an independent contractor, not an officer, employee or agent of District.

5.10 **Notices.** Any notice required or desired to be given pursuant to the Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice may also be given by facsimile with proof of transmission, or by express mail with proof of delivery. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Chief Business and Operations Office
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Ph: (916) 643-9233

A Different Path:

A Different Path
5960 S Land Park Drive Ste. 144
Sacramento CA 95822
916-627-6298

If facsimile transmission is made, each Party shall supply a fax number to the other Party.

5.1 **Alternative Dispute Resolution.** In the event of any dispute regarding the provisions of the Agreement, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association ("AAA") or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorney's fees and costs.

5.2 **Incorporation of Attachments.** Attachment A is incorporated in the Agreement as though set forth fully and at length herein. Any subsequent attachments through amendments shall be deemed to be incorporated herein by reference.

5.3 **Headings and References.** The headings of the Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of the Agreement.

5.4 **Signature In Counterparts.** The Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. Electronic signatures, and copies of all signatures, shall have the same force and effect as original signatures.

5.5 **Remedies.** The remedies of the District shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity.

5.6 **Warranty of Authority.** The signatories of A Different Path agree they have full authority to bind the corporation known as A Different Path Counseling Center, Inc. and to execute and deliver the Agreement on behalf of the corporation.

IN WITNESS **WHEREOF**, the Premise have executed the Agreement as of the Effective Date.

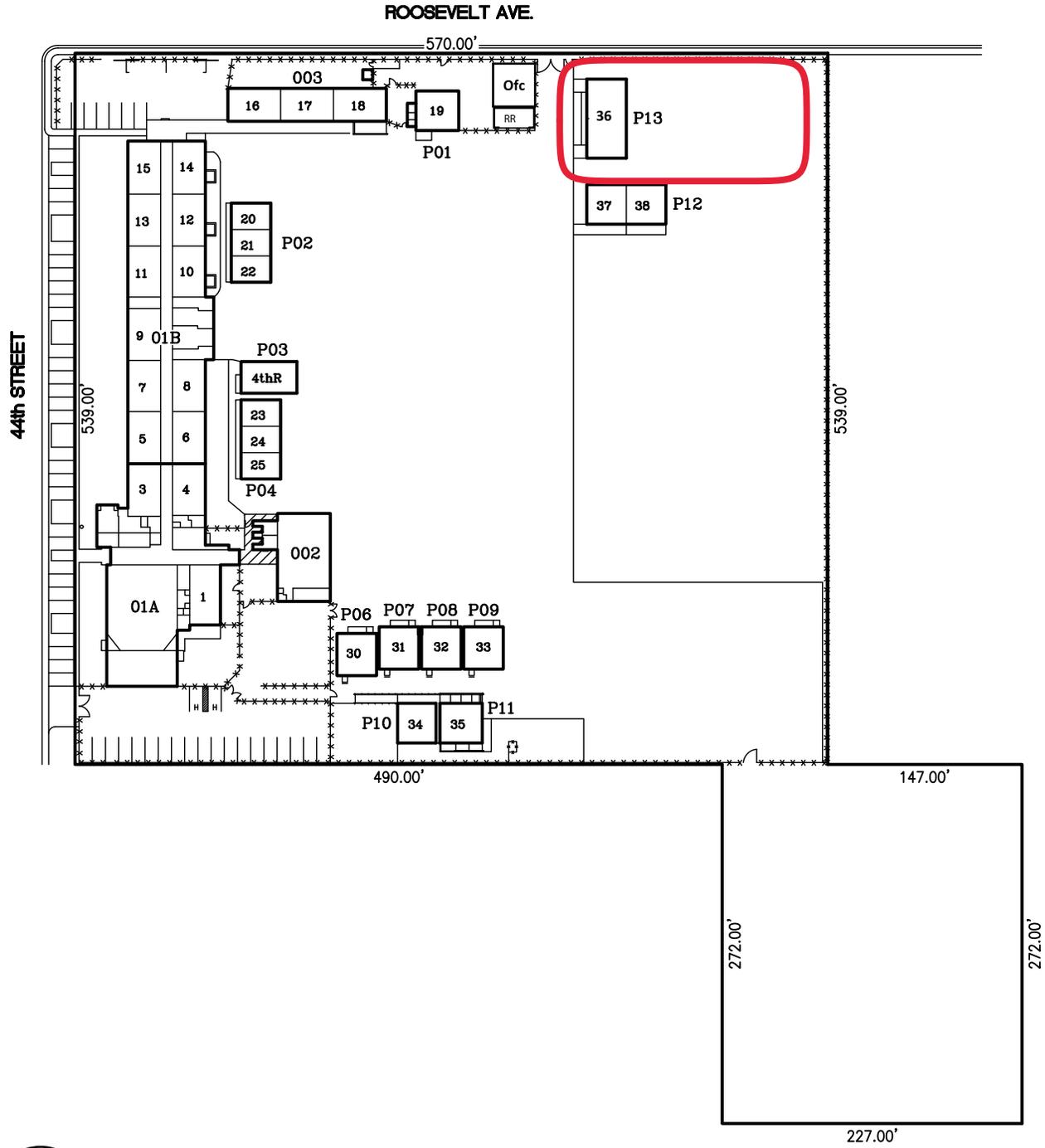
DISTRICT:

A DIFFERENT PATH:

Sacramento City Unified School District

A Different Path

Leased space equals
1,920 square feet



NORTH

Scale 1"=120'

SITE AREA: 8.32 ACRES
A.P.N. 020-0301-001

ATTACHMENT A

School Name: Fruit Ridge Elementary School

School Code: 122

Site Area: 8.32 Acres

Year Built: 1937

Year Modernized: 1999

A.P.N. 020-0301-001

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
PERMANENT BUILDINGS						
Bldg. 01A	A1				1937	2197
					1999	68036
C015	6		Principal	317		
C016	11		Secretary	179		
C017	7 & 8		Office	240		
C018	12		Office-Waiting	257		
C019	13		Supply	91		
C020	10		Nurse	127		
	20		Storage	179		
H008	3 & 4		Corridor	1,183		
H022	14		Corridor	645		
I014	5		Teachers Room	425		
J011	17		Janitor	97		
O001	15	3	Classroom	920		
X002	16	4	Library	918		
S005	21		Chair Storage	113		
S009A			Storage	11		
S009B			Storage	9		
T010	22		Toilet	154		
T012	18		Toilet	23		
T013	19		Toilet	93		
T021	9		Toilet	31		
U006	1		Multi-Purpose	4,853		
Y009	2	1	Classroom	1,065		
	23		Stairway	62		
	24,25,26		Basement	1,912		

BUILDING AREA TOTAL 13,906
 COVERED WALKWAYS 112
 CLASSROOMS 2

Bldg. 01B	A2				1937	2197
					1999	68036
H022	7		Corridor	2,527		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
H023	10		Corridor	280		
H024	12		Corridor	280		
O003	1	5	Classroom	926		
O004	8	6	Classroom	926		
O005	2	7	Classroom	922		
O006	9	8	Classroom	912		
O007	3	9	Classroom	918		
O008	13	10	Classroom	912		
O009	4	11	Classroom	918		
O010	14	12	Classroom	922		
O011	5	13	Classroom	922		
O012	15	14	Classroom	926		
O015	6	15	Classroom	926		
S027	16		Storage	182		
T025	11		Toilet (Girls)	460		
T026	11		Toilet (Boys)	425		

BUILDING AREA TOTAL 14,288
COVERED WALKWAYS 558
CLASSROOMS 11

Bldg. 002	B				1975	37960
J007			Janitor			
K002			Platform			
L001			Multi-Purpose			
M005			Mechanical			
S003			Storage			
T004			Toilet			
T006			Toilet			
T008			Toilet			

BUILDING AREA TOTAL 3,030
COVERED WALKWAYS 0
CLASSROOMS 0

Bldg. 003	C				1953	9270
					1999	68036
ONA1	3	16	Classroom	960		
ONA2	2	17	Classroom	960		
ONA3	1	18	Classroom	960		

BUILDING AREA TOTAL 2,880
COVERED WALKWAYS 1,325
CLASSROOMS 3

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
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Permanent Building Area 34,104
Permanent Covered Walkways 1,995
Permanent Classrooms 16

PORTABLE BUILDINGS

P01	D				1957	14699
					1999	68036
T001	2		Toilet	53		
T002	2		Toilet	53		
YNA4	1	19	Classroom	975		

BUILDING AREA TOTAL 1,081
 COVERED WALKWAYS 536
 CLASSROOMS 1

P02					1997	67170
O0P1		20	Classroom	640		
O0P2		21	Classroom	640		
O0P3		22	Classroom	640		

BUILDING AREA TOTAL 1,920
 COVERED WALKWAYS 300
 CLASSROOMS 3

P04					1998	02-100257
	P4	23	Classroom	640		
	P5	24	Classroom	640		
	P6	25	Classroom	640		

BUILDING AREA TOTAL 1,920
 COVERED WALKWAYS 300
 CLASSROOMS 3

P05	MOVED TO PHOEBE HEARST SUMMER 2012				1999	02-101090
		26	Classroom	960		
		27	Classroom	960		

BUILDING AREA TOTAL 1,920
 COVERED WALKWAYS 300
 CLASSROOMS 2

P06						
OSA6	G	30	Classroom	960	1967	27784

BUILDING AREA TOTAL 960
 COVERED WALKWAYS 0
 CLASSROOMS 1

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
P07						
OSA5	H	31	Classroom	960	1987	48943

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

P08						
OSA2	I	32	Classroom	960	1989	51735

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

P09						
OSA1	J	33	Classroom	960	1990	53491

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

P10						
OSA3	F	34	Classroom	960	1955/1993	158/68036

BUILDING AREA TOTAL 960
COVERED WALKWAYS 536
CLASSROOMS 1

P11						
OSA4	E	35	Classroom	960	1967	28948

BUILDING AREA TOTAL 960
COVERED WALKWAYS 536
CLASSROOMS 1

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
P12					2000	02-102064
		37	Classroom	960		
		38	Classroom	960		

BUILDING AREA TOTAL 1,920
COVERED WALKWAYS 300
CLASSROOMS 2

Office						02-110173
		Office	Classroom	960		

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

P13					1998	02-100257	THIS SPACE USED BY A Different Path
		36	Classroom	1,920			
BUILDING AREA TOTAL				1,920			

COVERED WALKWAYS 300
CLASSROOMS 1

P15	MOVED TO PHOEBE HEARST SUMMER 2012			1989	51735
		41	Classroom	960	

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

P16	MOVED TO PHOEBE HEARST SUMMER 2012			1989	51735
		42	Classroom	960	

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

Portable Building Area 15,481
Covered Walkways 2,808
Portable Classrooms 16

TOTAL BUILDING AREA 49,584
TOTAL COVERED WALKWAYS 4,803
TOTAL CLASSROOMS 32

NON-SCUSD PORTABLES

P03						
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Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Area	Year Built	DSA #
			Classroom	960	1998	02-100132

TOTAL BUILDING AREA	960
COVERED WALKWAYS	150
CLASSROOMS	1
NON SCUSD TOTAL BUILDING AREA	960
NON SCUSD TOTAL COVERED WALKWAYS	150
NON SCUSD TOTAL CLASSROOMS	1



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1q

Meeting Date: June 22, 2023

Subject: Approve request to amend hours for Council on Occupational Education programs in Charles A. Jones Career and Education Center Manufacturing Training Center: Introduction to Manufacturing; Electro-Mechanical Assembly; Material Handling and Logistics

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

Division: Academic Office

Recommendation: Approve amending hours for CAJ Manufacturing programs

Background/Rationale: During the 2022-23 school year, CAJ has implemented several new SCUSD Board approved and Council on Occupational Education approved programs in the CAJ Regional Manufacturing Training Center (RMTTC). During the year, it was determined that there is a need to fine tune program instructional hours for some programs to meet industry standards. CAJ is requesting changes to the hours of instruction for three of the RMTTC programs: Introduction to Manufacturing (Increase from 80 hours to 90 hours to include forklift training); Electro-Mechanical Assembly (Increase from 40 to 60 hours to provide more in-depth instruction on required components); Material Handling and Logistics (Reduce from 40 to 30 hours, which is sufficient to prepare students for work in the pathway, as program components take less time than originally planned). CAJ continues to partner with Sacramento Valley Manufacturing Alliance (SVMA) and other manufacturing partners in the area who sit on the manufacturing advisory committees. The respective Occupational Advisory Committees have reviewed the proposed program changes and have approved.

Financial Considerations: None.

LCAP Goal(s): College, Career and Life Ready Graduates, Operational Excellence

Documents Attached:

1. Signature pages - (3) - for approvals to amend CAJ Manufacturing programs: Introduction to Manufacturing (90 hours); Electro-Mechanical Assembly (60 hours); Material Handling and Logistics (30 hours)
2. Occupational Advisory Committee Minutes for programs: Introduction to Manufacturing; Electro-Mechanical Assembly; Material Handling and Logistics

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Jorge A. Aguilar, Superintendent

Charles A. Jones Career and Education Center – 323100
Request for Program Changes Under 25%

Program Name	NCES Classification of Instructional Programs (CIP) Code
Introduction to Manufacturing	48.0503

Old Program hours	80
New Program hours	90

The changes herein are approved as noted:

Chinua Rhodes, Board President (Trustee Area 5)
Sacramento City Unified School District

Date

Jorge A. Aguilar, Superintendent

Date

Charles A. Jones Career and Education Center – 323100
Request for Program Changes Under 25%

Program Name	NCES Classification of Instructional Programs (CIP) Code
Electro-Mechanical Assembly	15.0699

Old Program hours	40
New Program hours	60

The changes herein are approved as noted:

Chinua Rhodes, Board President (Trustee Area 5)
Sacramento City Unified School District

Date

Jorge A. Aguilar, Superintendent

Date

Charles A. Jones Career and Education Center – 323100
Request for Program Changes Under 25%

Program Name	NCES Classification of Instructional Programs (CIP) Code
Material Handling and Logistics	52.0203

Old Program hours	40
New Program hours	30

The changes herein are approved as noted:

Chinua Rhodes, Board President (Trustee Area 5)
Sacramento City Unified School District

Date

Jorge A. Aguilar, Superintendent

Date



CAJ CTE Occupational Advisory Meeting Minutes – (Introduction to Manufacturing)

Date: February 7, 2023

(Must be at least 3 months between meetings)

Time: 4:30 PM

Location: Charles A. Jones Career & Education Center, 5451 Lemon Hill Avenue, Sacramento, CA 95824

Meeting called by: Todd Frazee & Angela Hatter

Type of Meeting: Advisory Meeting

Facilitator: Todd Frazee

Meeting Minutes: Dean Peckham/Angela Hatter

External Advisory Members Attendees (Required 3 – one can be virtual):	In Person	Virtual (Describe)	Title/Organization:
1. Austin Provost	X		Technical Sales Engineer / Lincoln Electric
2. Dean Peckham	x		Executive Director / Sacramento Valley Manufacturing Alliance (SVMA)
3. Kevin McGrew	x		Director of Quality Management / Siemens Mobility
4. Randy Hackett	x		Account Manager / Airgas
5. Scott Fredricks	x		Manager of Quality Assurance / Siemens Mobility
6. Bill VanDyck	x		Manufacturing Training Manager / Blue Diamond Growers
7. May-Va Vang	x		Workforce Development Specialist / Sacramento Job Corps
8. Shlisa Jefferson	x		CTT Manager / Sacramento Job Corps
9. Peter DeLap	x		Assembly Trainer / Siemens Mobility
10. Derek Moore	x		Assembly Trainer / Siemens Mobility
Community Members/Internal Attendees:			Title/Organization:
11. Todd Frazee	In-Person		Manufacturing Teacher / CAJ
12. Angela Hatter	In-Person		Site Administrator / CAJ
13. Rebecca Cantaberry	In-Person		Manufacturing Teacher / CAJ
13. Donovan Corbitt	In-Person		Manufacturing Technician Student / CAJ

AGENDA ITEM	DISCUSSION	ACTION STEPS
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**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

1. Welcome – Introduction	All advisory members introduce themselves.	None.
2. Review Admissions & Prerequisites	<p>Todd Frazee reviews the admission requirements of CASAS scores of Reading: 239 and Math 236. Both are set at a 9th-grade proficiency level. The reading level for ToolingU is rated at 9th grade, but math is not rated by ToolungU.</p> <p>Math level was informally reviewed by CAJ GED teacher as approximately 9th grade.</p> <p>Program math modules include fractions, decimals, and units of measure in both Imperial and Metric standards</p> <p>The admission requirements for the Introduction to Manufacturing Program are identical to the Manufacturing Technician Program.</p> <p>There are no prerequisites for this introductory program are as follows:</p> <p>Todd Frazee:</p> <p>Our recommendation is to maintain the current admissions and prerequisite requirements without change for this program:</p> <p>I would like to ask for comments.</p> <p>Kevin McGrew: We have a diverse workforce with a large working population of English Learners. Maybe lowering the bar for English skills is something to consider.</p> <p>May-Va Vang: As someone who was an English Learner, English requirements at the 9th-grade level seems very high for English Learners.</p> <p>Todd: The English CASAS test scores for the program are set at the 9th-grade level because we use SME ToolungU in lieu of a textbook, and SME rates the</p>	<p>The Review Admissions & Prerequisites</p> <p>Todd will forward samples of program math lessons to Angela for academic evaluation.</p> <p>Todd will request statistical records of CASAS math scores for prospective students expressing interest in the manufacturing programs.</p> <p>Todd will add reporting and review of math admission requirements to the agenda for the next advisory meeting</p> <p>No changes are to be made to the Admission and Prerequisites at the present time.</p>

**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

English level of the content at the 9th-grade level. We want the students to be successful in the program especially considering the massive amount of industry terminology required to learn the subject. If we lower the English test score requirements, we would need to replace SME ToolingU, and I don't know of a similar resource at this time.

We do have our Integrated Education Training (IET) Manufacturing Pre-Apprenticeship For English Learners Program. The course is a 14-week program that pairs an ESL teacher with me as the CTE teacher. In this program, the ESL teacher works with the students for four daily lessons to prepare them for a weekly technical lesson with the CTE Teacher. The technical side of the course is identical to Introduction to Manufacturing course. Introduction to Manufacturing is the initial course block in the Manufacturing Technician Program and a prerequisite for all other courses that follow in the program except the Material Handling and Logistics course Block.

Angela Hatter: The IET program is intended to bridge our robust ESL programs and the Manufacturing Technician program.

Todd: Yes. The Introduction to Manufacturing course block contains over 30 pages of industry-specific vocabulary, which is challenging for a native English speaker to learn. The block is designed to prepare students to pass the SME Certified Manufacturing Associate (CMfgA) exam. In our pilot run of the IET program, we had a 100% CMfgA exam pass rate, which is a testament to the effectiveness of the scaffolding the program provides.

**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

	<p>The advisory group discusses the program's English test score required for Admissions, and the consensus is to accept the standard for the program.</p> <p>Todd: We have considered lowering the score to facilitate enrollment for the CASAS math requirement. We have the math score set at the 9th-grade level, but we are not certain that it is correct because SME does not rate the level of the math ToolingU content. The math level is based on which the teacher assigns SME ToolingU lessons. The math we teach in the program approaches low-level Trigonometry to solve angles, but the student does not need to be at that level to enter the program. The concern is that we have the math level set too high and are screening out viable program candidates. Angela, we have discussed having the math content officially evaluated by a curriculum specialist. Is that something we can do?</p> <p>Angela: We can look into having the content evaluated if you can send me samples.</p> <p>Todd: I propose we leave the math assessment level unchanged for now and have the math content evaluated before our next advisory meeting in the fall. We can add the topic to the agenda for the next meeting.</p> <p>The advisory group discusses the program's Admissions Prerequisites, and the consensus is to accept the proposed standards for the 2023-2024 school year.</p>	
<p>3. Review program content, program length, program objectives, competency tests, learning activities, and instructional materials</p>	<p>Todd Frazee reviews program content, program length, program objectives, competency tests, learning activities, and instructional materials.</p>	<p>The program content, program length, program objectives, competency tests, learning activities, and instructional materials for the Introduction to Manufacturing Program was reviewed with the advisory group.</p>

**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

	<p>Todd introduces changes to the draft outline that proposes the following changes:</p> <ol style="list-style-type: none"> 1. Program Objectives: Add a statement to the description clarifying the source of program objectives are CCTEMCS for the program: 2. Program Length Revision the duration of the program from 80 to 90 hours 3. Program Content Revision: <ul style="list-style-type: none"> • Collapse Forklift Operator Block down into the outline for the Introduction to Manufacturing Block. <p>I would like to ask for comments.</p> <p>Bill VanDyck: To clarify, now that you have run through these classes, once you have found that, you need to make adjustments to the instructional time for the individual topics.</p> <p>Todd: Correct. The overall program duration remains unchanged.</p> <p>The advisory group discussed the proposed changes to the program content, program length, program objectives, competency tests, learning activities, and instructional materials, and the consensus is to move forward with changes for the 2023-2024 school year.</p>	<p>Todd will implement proposed changes to the course outline for board approval and the program schedule for classes to be offered in the 2023-2024 school year</p>
<p>4. Review method of evaluation</p>	<p>Todd Frazee reviews the methods of evaluation for the program. Aligns to industry certification. Applied projects. Using Tooling U for evaluation. Current ToolingU Coursework is mapped to more than one NIMS certification exam, and we intend to work towards being</p>	<p>The methods of evaluation for the Introduction to Manufacturing Program were reviewed with the advisory group.</p> <p>Todd will gather examples of lab assignment documentation for advisory review and add the topic to</p>

Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM

	<p>able to offer NIMS exams at CAJ. We will also be adding AWS SENSE academic certification tests to the program this year. The certification standards vary in requirements, but CAJ students must pass at a mastery level of 5% greater on in-class assessments than the given certification exam so they are well prepared for the certification exams.</p> <p>Methods of evaluation include Computer-based module exams for each SME ToolingU module, periodic mid-unit formative assessments, and end-of-unit assessments based on specific unit topics. Industry certification exams are offered at appropriate program milestones.</p> <p>The skills listed are from the California CTE curriculum model. It's what the K-12 system uses. We are also referencing SMEs' competency mode.</p> <p>Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects.</p> <p>All instruction is now in person, with online work completed in a supervised computer lab.</p> <p>Grading is 50% based on exams and quizzes and 50% on lab-based activities.</p> <p>Overall mastery is a score of 75% to complete the program successfully. The mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%.</p> <p>The advisory group discussed the Review method of evaluation, and the consensus is to move forward with the current methods for the 2023-2024 school year.</p>	<p>the agenda for the next advisory meeting.</p>
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**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

<p>5. Review skills and/or proficiency required for completion</p>	<p>Todd Frazee reviewed the completion requirements for the program, which are:</p> <ul style="list-style-type: none"> ● 90% Attendance ● Complete all program projects ● Complete all program final exams ● SME CMfgA Certification ● Forklift Operator Certification <p>Discussion:</p> <p>The advisory group discussed the Review skills and/or proficiency required for completion, and the consensus is to move forward with aligning the program with appropriate industry certifications but not to any other changes for the 2023-2024 school year.</p>	<p>The Skills and/or proficiency required for completion of the Introduction to Manufacturing Program were reviewed with the advisory group.</p> <p>No further action is to be taken.</p>
<p>6. Review Appropriateness of instructional delivery method for the program</p>	<p>Todd Frazee reviews the methods of institutional delivery</p> <p>All instruction is currently In-Person. Some instructional content is delivered through completing self-directed work in SME ToolingU, Canvas, or CAD/CAM software.</p> <p>All self-paced computer-based learning is in-person during the scheduled in-person computer lab.</p> <p>Discussion: In general, the advisory group responded positively to the current state of the instructional delivery and method, returning to a traditional In-Person classroom and lab format after going to a hybrid format initiated due to the response to the COVID-19 Pandemic.</p> <p>The advisory group discussed the Appropriateness of the instructional delivery method for the program consensus is to continue with the current method for the 2023-2024 school year.</p>	<p>The Appropriateness of instructional delivery method for the Introduction to Manufacturing Program was reviewed with the advisory group</p> <p>No further action is to be taken.</p>
<p>7. Review program equipment and facilities</p>	<p>Todd Frazee reviews the program equipment and facilities needs of</p>	<p>The program equipment and facilities for the Introduction to Manufacturing</p>

**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

<ul style="list-style-type: none"> ● Facility needs ● Equipment Needs 	<p>the program.</p> <p>Todd reviews:</p> <ul style="list-style-type: none"> ● Update on facility equipment status <ul style="list-style-type: none"> ○ All equipment under power ○ New donation of HEM Vertical Bandsaw Saw from American Metals pending Delivery. ● Overview of facility spaces ● Lease new Class I electric and Class IV LPS forklifts to replace existing machines <p>Equipment Needs include: [Needs update by Todd]</p> <ul style="list-style-type: none"> ● The current complement of hand tools and machine tools is adequate to serve up to 6 students per learning session. Additional funds are required to ramp up a class size to 15 ● Hand tools for nine students @ ~\$6K per student. ● (1) Manual manual mill ● (4) Manual lathes needed ● (1) Hydraulic/Power Shear ● (1-2) Power Brake presses ● (1-2) Tumblers ● (2-3) additional grinders/buffers of different types ● (1) CNC Punch ● Cutting and grinding equipment to support welding processes ● Material storage equipment <p>Needed equipment repairs:</p> <ul style="list-style-type: none"> ● Compressor Refrigeration Air Dryer ● Ironworker (electrical & mechanical) ● The mechanical Shear needs a new blade ● Box/Pan brake missing a lever ● Finger break missing a lever ● The hydraulic press needs 	<p>Program were reviewed with the advisory group.</p> <p>Todd Frazee will continue to develop the equipment needs budget and plan facility improvement when funds allow.</p>
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**Introduction to Manufacturing
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:30 PM - 4:45 PM**

	<p style="text-align: center;">repair</p> <p>Discussion.</p> <p>The advisory group discussed the Review program equipment and facilities for the program. Fundraising concepts were discussed.</p>	
<p>8. Adjourn</p>	<p>Todd Frazee: If we don't have further comments tonight, can we ask for a motion to adjourn?</p>	<p>Austin Provost makes a motion to Adjourn. Randy Hackett seconds the motion. The meeting adjourns at 6:15 PM</p>

**Introduction to Manufacturing (80 hr.)
Occupational Advisory Meeting**

February 7, 2023 4:30 PM

Agenda

1. Welcome – Introduction
2. Review Admissions & Prerequisites
3. Review program content, program length, program objectives, competency tests, learning activities, instructional materials
 - Program Length
 - Revert program duration from 80 to 90 hours
 - Program Objectives
 - Add a statement to the description clarifying the source of program objectives are CCTEMCS
 - Proposed changes to program curriculum
 - Add the forklift operator class outline for the Introduction to Manufacturing Program
4. Review method of evaluation of skills and/or proficiency required for completion
5. Review skills and/or proficiency required for completion
6. Review the appropriateness of the instructional delivery method for the program
7. Review program equipment and facilities
 - Lease new Class I electric and Class IV LPS forklifts to replace existing machines
8. Adjourn

Sacramento City Unified School District

ADULT EDUCATION COURSE OUTLINE

PROGRAM AREA: Career Technical Education **COURSE NUMBER:** _____
ADULT SCHOOL: Sacramento City Unified School District **UPDATED:** February 18, 2023
SCHOOL SITE: Charles A. Jones Career and Education Center **TOTAL HOURS:** 90

COURSE TITLE: Introduction to Manufacturing

COURSE DESCRIPTION:

The Introduction to Manufacturing class is a component of the Manufacturing Technician Program and a pre-requisite for three program pathways: Welder, Machinist, and Manufacturing Engineering Technician. The course consists of 90 hours of classroom and practical exercises touching on various manufacturing topics, including safety, blueprint reading, tool identification, and an overview manufacturing process. The training covers fundamental knowledge and skills through classroom lectures and hands-on activities in the manufacturing lab. Successful students earn industry-recognized training certificates through California/Occupational Safety and Health Administration (Cal/OSHA) and the Society of Manufacturing Engineers (SME). The students who complete the program will gain foundational skills to prepare them for entry-level roles in manufacturing companies in welding, assembly, machining, quality, and material handling.

I. ADMISSION REQUIREMENTS

- High school diploma
- Right to Work documentation
- Assessment test with a passing score of 239 for reading and 236 for math
- Cal Jobs registration
- SETA Job Center intake and required workshops
- Attend the one-time Orientation Session on the Charles A. Jones Career and Education Center campus

II. PROGRAM CONTENT THAT IS CONSISTENT WITH DESIRED STUDENT LEARNING OUTCOMES:

To provide students with the essential manufacturing skill and knowledge to enter the workforce as an entry-level manufacturing technician, and earn industry-recognized certifications. Successful students will earn a 10-hr Cal/OSHA General Industry Safety and Health training card and the SME Certified Manufacturing Associate (CMfgA) certification. The students will be able to interpret manufacturing documentation to set up, operate, and troubleshoot manufacturing equipment. The students who complete the program will have the foundational skills to prepare them for entry-level manufacturing technician roles and identify areas for further training in welding, assembly, machining, quality, and material handling.

III. PROGRAM LENGTH:

The Introduction to Manufacturing course is 90 hours in length, over approximately 3 instructional weeks.

IV. PROGRAM OBJECTIVES:

Upon successful completion of this course, the student will gain the skills and knowledge necessary to perform the following manufacturing tasks in alignment with the California Career Technical Education Model Curriculum Standards (CCTEMCS) for the Manufacturing and Product Development (MPD) standards for Machining And Forming Technologies, Welding and Material Joining pathways and select standards from Transportation (T) Operations pathway:

- A. Acquire and accurately use manufacturing sector terminology and protocols at the career readiness level for communicating effectively in verbal and written formats. (CCTEMCS.MPD.AS.2.0)
- B. Demonstrate understanding of the safety principles in written and verbal form by earning a 10-hr. Cal/OSHA General Industry training card (CCTEMCS.MPD.AS.6.1, 6.2, 6.8 & 11.2)
- C. Demonstrate an understanding of fundamental manufacturing processes and terminology in written and verbal form by passing the Society of Manufacturing Engineers (SME) ToolingU exam (CCTEMCS.MPD.AS.11.2).
- D. Analyze given design documentation defining a part, verbally describe the process sequence, and apply manufacturing skills required to manufacture the part in a practical lab setting (CCTEMCS.MPD.AS.5.0)..
- E. Use existing and emerging technology to produce products and services required in the manufacturing workplace environment (CCTEMCS.MPD.AS.4.0).
- F. Demonstrate health and safety procedures, regulations, and personal health practices and determine the meaning of symbols, key terms, and domain-specific

- words and phrases as related to the manufacturing workplace environment (CCTEMCS.MPD.AS.6.0).
- G. Apply essential technical knowledge and skills common in the manufacturing sector, following procedures when performing technical tasks (CCTEMCS.MPD.AS.10.0).
 - H. Demonstrate and apply the knowledge and skills contained in industry standards in the classroom, laboratory, and workplace settings (CCTEMCS.MPD.AS.11.0).
 - I. Validate that a provided part meets specifications from its engineering drawing by comparing specifications by demonstrating proper technique using appropriate precision measuring tools (CCTEMCS.MPD.PS.B1.0).
 - J. Describe and layout a project according to specifications or engineering drawings (CCTEMCS.MPD.PS.B2.0).
 - K. Research and compare the properties of two metals using two different material specifications and a process specification (CCTEMCS.MPD.PS.B3.0).
 - L. Demonstrate a saw operation(s) to produce a length of bar stock to specification (CCTEMCS.MPD.PS.B4.0).
 - M. Demonstrate bending, shaping, other metal forming, and fabrication techniques, including basic hand filing and cold form bending with cold forming machinery (CCTEMCS.MPD.PS.B5.0)..

V. **STANDARDS**

A. CCTEMCS Manufacturing and Product Development Standards

Anchor Standards:

- CCTEMCS.MPD.AS.2.0
- CCTEMCS.MPD.AS.4.0
- CCTEMCS.MPD.AS.5.0
- CCTEMCS.MPD.AS.6.0
- CCTEMCS.MPD.AS.10.0
- CCTEMCS.MPD.AS.11.0

Pathway Standards:

- CCTEMCS.MPD.PS.B1.0
- CCTEMCS.MPD.PS.B2.0
- CCTEMCS.MPD.PS.B3.0
- CCTEMCS.MPD.PS.B5.0
- CCTEMCS.MPD.PS.C2.0
- CCTEMCS.MPD.PS.C3.0
- CCTEMCS.MPD.PS.C4.0
- CCTEMCS.MPD.PS.C5.0

- CCTEMCS.MPD.PS.C8.0

B. CCTEMCS Transportation Standards

Pathway Standards:

- CCTEMCS.T.PS.A1.1
- CCTEMCS.T.PS.A1.3
- CCTEMCS.T.PS.A1.4
- CCTEMCS.T.PS.A2.2
- CCTEMCS.T.PS.A2.4
- CCTEMCS.T.PS.A3.0
- CCTEMCS.T.PS.A6.0

C. Industry Standards

29 Code of Federal Regulations (CFR) Part 1910 OSHA General Industry Regulations & Standards

- 29 CFR 1910.178(I)(2)
- 29 CFR 1910.178(I)(3)
- 29 CFR 1910.178(I)(4)

Cal/OSHA General Industry Safety Order (GISO) Standards

- Title 8, Chapter 4, Sub-Chapter 7

Society of Manufacturing Engineers (SME)

- SME Certified Manufacturing Associate (CMfgA) core competency model

VI. **COMPETENCY TESTS:**

Students will complete online unit module exams for online lessons in SME ToolingU. Students also complete separate written exams and competency evaluations for certification to the SME Certified Manufacturing Associate and 10-hr. Cal/OSHA General Safety and Health Program. The final exam for this course is the SME CMfgA practice exam with a 75% mastery level. The instructor also observes student performance and learning through informal formative assessment.

VII. **LEARNING ACTIVITIES:**

(NOTE: These are ESTIMATED times and can fluctuate based on student performance and industry (advisory committee) input)

Units of Instruction and total hours of instruction

1. Introduction To Manufacturing (90 hrs.)

- 1.1. Manufacturing and Manufacturing Skills
 - 1.1.1. Introduction to the five major types of manufacturing processes
 - 1.1.1.1. Additive
 - 1.1.1.2. Subtractive
 - 1.1.1.3. Forming
 - 1.1.1.4. Joining
 - 1.1.1.5. Surface finishing
 - 1.1.1.6. Demonstrate safe operation and use of general hand & power tools
 - 1.1.2. Terminology & common components
 - 1.1.3. Overview of quality
 - 1.1.4. Overview of manufacturing operations
 - 1.1.5. Prepare for the SME Certified Manufacturing Associate (CMfgA) exam
- 1.2. Cal/OSHA 10 General Safety Card Class
 - 1.2.1. Introduction to OSHA and Cal/OSHA
 - 1.2.2. Injury and Illness Prevention Program (IIPP) and Heat Illness Prevention
 - 1.2.3. Walking & Working Surfaces, including Fall Protection
 - 1.2.4. Exit Routes, Emergency Action Plans, Fire Prevention Plans, & Fire Protection
 - 1.2.5. Electrical Hazards
 - 1.2.6. Personal Protective Equipment
 - 1.2.7. Hazard Communication
 - 1.2.8. Health Hazards
 - 1.2.9. Tools and Equipment
 - 1.2.10. Material Handling
- 1.3. Forklift Operator Class
 - 1.3.1. Instruction and assessment on principles of safe operation of counterbalanced industrial lift trucks
 - 1.3.2. Demonstration of safe operation of counterbalance industrial lift trucks
 - 1.3.3. Practical exercise operating counterbalance lift trucks
 - 1.3.4. Assessment of individual students operating counterbalance lift trucks on a qualification driving course under the observation of a qualified instructor.

Total program hours 90

VIII. INSTRUCTIONAL MATERIALS:

Various instructional techniques are used, including instructor demonstrations, computer-based tutorials, multimedia presentations, and individual and group projects. Software resources for the shop floor and material resource management will also be used to provide an authentic real-life experiential learning environment in the lab. Raw materials and components to support lab activities and manipulatives for demonstration.

IX. EQUIPMENT:

The following types of equipment used throughout the course:

- Horizontal and Vertical Bandsaws
- Drill Presses
- Sheers
- Pan Break
- Hydraulic press
- Sheet metal roll
- Ironworker
- Notchers
- Manual Lathes
- Manual Mills
- CNC Lathes
- CNC Mills
- CNC plasma cutters
- CNC waterjet
- Arc welders
- Soldering Irons
- 3D printers
- Laser engravers
- Metrology bench tools
- Hand tools for machine shop, assembly, and welding shops
- Blasting and finishing equipment

X. METHOD OF PROGRAM EVALUATION:

Students complete online module exams for each online module in the SME ToolingU and have both periodic mid-unit formative assessments and end-of-unit assessments based on specific unit topics. Industry certification exams based on SME and Cal/OSHA are offered at appropriate program milestones. Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects. The last unit in the program is a culminating capstone project that tests the program's skills that

simulate an authentic, real-world manufacturing project. Grading is 50% based on exams and quizzes and 50% on lab-based activities.

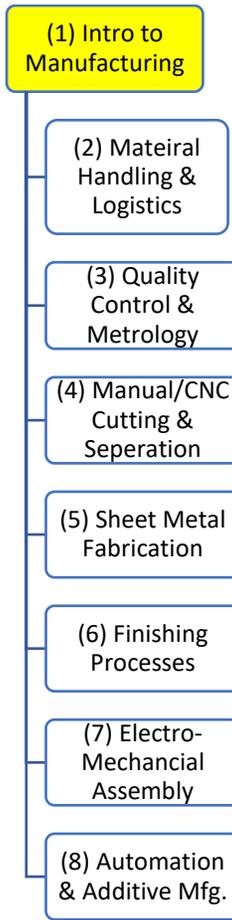
XI. LEVEL OF SKILLS AND/OR PROFICIENCY REQUIRED FOR COMPLETION:

Each student must achieve a score of 75% overall mastery to complete the program successfully. The mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-90%. Program completion is not required to sign up for industry certification examinations. However, we highly recommend that students finish the program to prepare them to perform well on the exams.

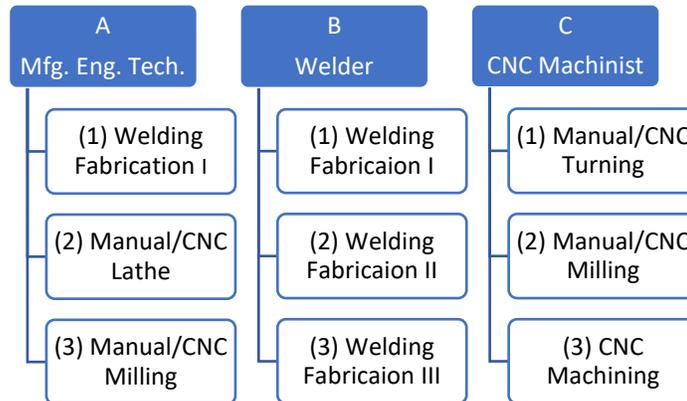
XII. APPROPRIATE DELIVERY FORMATS FOR THE SUBJECT MATTER BEING TAUGHT:

Course content delivery is through a traditional classroom and laboratory format. The program includes computer-based instruction, which students will complete according to a defined schedule in a supervised computer lab. Copies of computer-based instructional materials are available upon request. Students will also have instructional time performing hands-on applications in the manufacturing lab, simulating the documentation and software used in a modern manufacturing environment.

CORE BLOCKS



SPECIALTY TRACK BLOCKS



CAPSTONE BLOCKS





CAJ CTE Occupational Advisory Meeting Minutes – (Electro-Mechanical Assembly)

Date: February 7, 2023

(Must be at least 3 months between meetings)

Time: 5:00 PM

Location: Charles A. Jones Career & Education Center, 5451 Lemon Hill Avenue, Sacramento, CA 95824

Meeting called by: Todd Frazee & Angela Hatter

Type of Meeting: Advisory Meeting

Facilitator: Todd Frazee

Meeting Minutes: Dean Peckham/Angela Hatter

External Advisory Members Attendees (Required 3 – one can be virtual):	In Person	Virtual (Describe)	Title/Organization:
1. Austin Provost	X		Technical Sales Engineer / Lincoln Electric
2. Dean Peckham	x		Executive Director / Sacramento Valley Manufacturing Alliance (SVMA)
3. Kevin McGrew	x		Director of Quality Management / Siemens Mobility
4. Randy Hackett	x		Account Manager / Airgas
5. Scott Fredricks	x		Manager of Quality Assurance / Siemens Mobility
6. Bill VanDyck	x		Manufacturing Training Manager / Blue Diamond Growers
7. May-Va Vang	x		Workforce Development Specialist / Sacramento Job Corps
8. Shlisa Jefferson	x		CTT Manager / Sacramento Job Corps
9. Peter DeLap	x		Assembly Trainer / Siemens Mobility
10. Derek Moore	x		Assembly Trainer / Siemens Mobility
Community Members/Internal Attendees:			Title/Organization:
11. Todd Frazee	In-Person		Manufacturing Teacher / CAJ
12. Angela Hatter	In-Person		Site Administrator / CAJ
13. Rebecca Cantaberry	In-Person		Manufacturing Teacher / CAJ
13. Donovan Corbitt	In-Person		Manufacturing Technician Student / CAJ

AGENDA ITEM	DISCUSSION	ACTION STEPS
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Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

<p>1. Welcome – Introduction</p>	<p>All advisory members introduce themselves.</p>	<p>None.</p>
<p>2. Review Admissions & Prerequisites</p>	<p>Todd Frazee reviews the admission requirements of CASAS scores of Reading: 239 and Math 236. Both are set at a 9th-grade proficiency level. The reading level for ToolingU is rated at 9th grade, but math is not rated by ToolungU.</p> <p>Math level was informally reviewed by CAJ GED teacher as approximately 9th grade.</p> <p>Program math modules include fractions, decimals, and units of measure in both Imperial and Metric standards</p> <p>The admission requirements for the Electro-Mechanical Assembly Program are identical to the Manufacturing Technician Program.</p> <p>Prerequisites within the program are as follows:</p> <p>Introduction to Manufacturing Block or Program is a prerequisite this program. CAJ former Manufacturing Pre-Apprenticeship Program is accepted as equivalent to Introduction to Manufacturing</p> <p>Todd Frazee:</p> <p>Our recommendation is to maintain the current admissions and prerequisite requirements without change for this program:</p> <p>I would like to ask for comments.</p> <p>Kevin McGrew: We have a diverse workforce with a large working population of English Learners. Maybe lowering the bar for English skills is something to consider.</p> <p>May-Va Vang: As someone who was an English Learner, English requirements at the 9th-grade level seems very high for English</p>	<p>The Review Admissions & Prerequisites</p> <p>Todd will forward samples of program math lessons to Angela for academic evaluation.</p> <p>Todd will request statistical records of CASAS math scores for prospective students expressing interest in the manufacturing programs.</p> <p>Todd will add reporting and review of math admission requirements to the agenda for the next advisory meeting</p> <p>No changes are to be made to the Admission and Prerequisites at the present time.</p>

Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p>Learners.</p> <p>Todd: The English CASAS test scores for the program are set at the 9th-grade level because we use SME ToolingU in lieu of a textbook, and SME rates the English level of the content at the 9th-grade level. We want the students to be successful in the program especially considering the massive amount of industry terminology required to learn the subject. If we lower the English test score requirements, we would need to replace SME ToolingU, and I don't know of a similar resource at this time.</p> <p>We do have our Integrated Education Training (IET) Manufacturing Pre-Appenticeship For English Learners Program. The course is a 14-week program that pairs an ESL teacher with me as the CTE teacher. In this program, the ESL teacher works with the students for four daily lessons to prepare them for a weekly technical lesson with the CTE Teacher. The technical side of the course is identical to Introduction to Manufacturing course. Introduction to Manufacturing is the initial course block in the Manufacturing Technician Program and a prerequisite for all other courses that follow in the program except the Material Handling and Logistics course Block.</p> <p>Angela Hatter: The IET program is intended to bridge our robust ESL programs and the Manufacturing Technician program.</p> <p>Todd: Yes. The Introduction to Manufacturing course block contains over 30 pages of industry-specific vocabulary, which is challenging for a native English speaker to learn. The block is designed to prepare students to pass the SME Certified</p>	
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Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p>Manufacturing Associate (CMfgA) exam. In our pilot run of the IET program, we had a 100% CMfgA exam pass rate, which is a testament to the effectiveness of the scaffolding the program provides.</p> <p>The advisory group discusses the program's English test score required for Admissions, and the consensus is to accept the standard for the program.</p> <p>Todd: We have considered lowering the score to facilitate enrollment for the CASAS math requirement. We have the math score set at the 9th-grade level, but we are not certain that it is correct because SME does not rate the level of the math ToolingU content. The math level is based on which the teacher assigns SME ToolingU lessons. The math we teach in the program approaches low-level Trigonometry to solve angles, but the student does not need to be at that level to enter the program. The concern is that we have the math level set too high and are screening out viable program candidates. Angela, we have discussed having the math content officially evaluated by a curriculum specialist. Is that something we can do?</p> <p>Angela: We can look into having the content evaluated if you can send me samples.</p> <p>Todd: I propose we leave the math assessment level unchanged for now and have the math content evaluated before our next advisory meeting in the fall. We can add the topic to the agenda for the next meeting.</p> <p>The advisory group discusses the program's Admissions Prerequisites, and the consensus is to accept the proposed standards for the 2023-2024 school year.</p>	
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Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

<p>3. Review program content, program length, program objectives, competency tests, learning activities, and instructional materials</p>	<p>Todd Frazee reviews program content, program length, program objectives, competency tests, learning activities, and instructional materials.</p> <p>Todd introduces changes to the draft outline that proposes the following changes:</p> <ol style="list-style-type: none"> 1. Program Objectives: Add a statement to the description clarifying the source of program objectives are CCTEMCS to the program. 2. Program Length Revision the duration of the program from 40 to 60 hours 3. Program Content Revision: <p>No changes to Program Content proposed.</p> <p>I would like to ask for comments.</p> <p>Bill VanDyck: To clarify, now that you have run through these classes, once you have found that, you need to make adjustments to the instructional time for the individual topics.</p> <p>Todd: Correct. The overall program duration remains unchanged.</p> <p>Peter Delap: Do you pull test the wiring for your Electro-Mechanical Assembly units, and what type of assembly instructions do the students use?</p> <p>Todd: We do not currently pull testing the wiring harnesses, but we intend to implement the process when funding allows us to acquire the equipment. I documented the pull tester you used at Siemens during my last visit, and I thought we</p>	<p>The program content, program length, program objectives, competency tests, learning activities, and instructional materials for the Electro-Mechanical Assembly Program was reviewed with the advisory group.</p> <p>Todd will gather examples of lab assignment documentation for advisory review and add the topic to the agenda for the next advisory meeting.</p> <p>Todd will implement proposed changes to the course outline for board approval and the program schedule for classes to be offered in the 2023-2024 school year</p>
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Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p>would emulate the equipment and procedures you use at your facility to the best of our ability.</p> <p>For most of the exercises in the program, we try to emulate work instructions as you would see in private industry. I know you don't use Travelers with Routings at Siemens, but most of the other SVMA partners do, so we use routing-based travelers. We do show examples of Work orders and work instructions you shared with us so the students are exposed to documentation from Siemens.</p> <p>You bring up some very good points Peter. If you would like to see examples of our lesson documentation, I can put that on the agenda for the next meeting.</p> <p>Peter: It would be great to see examples so we can collaborate.</p> <p>The advisory group discussed the proposed changes to the program content, program length, program objectives, competency tests, learning activities, and instructional materials, and the consensus is to move forward with changes for the 2023-2024 school year.</p>	
<p>4. Review method of evaluation</p>	<p>Todd Frazee reviews the methods of evaluation for the program. Aligns to industry certification. Applied projects. Using Tooling U for evaluation. Current ToolingU Coursework is mapped to more than one NIMS certification exam, and we intend to work towards being able to offer NIMS exams at CAJ. We will also be adding AWS SENSE academic certification tests to the program this year. The certification standards vary in requirements, but CAJ students must pass at a</p>	<p>The methods of evaluation for the Electro-Mechanical Assembly Program were reviewed with the advisory group.</p> <p>No further action is to be taken.</p>

Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p>mastery level of 5% greater on in-class assessments than the given certification exam so they are well prepared for the certification exams.</p> <p>Methods of evaluation include Computer-based module exams for each SME ToolingU module, periodic mid-unit formative assessments, and end-of-unit assessments based on specific unit topics. Industry certification exams are offered at appropriate program milestones.</p> <p>Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects.</p> <p>All instruction is now in person, with online work completed in a supervised computer lab.</p> <p>Grading is 50% based on exams and quizzes and 50% on lab-based activities.</p> <p>Overall mastery is a score of 75% to complete the program successfully. The mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%.</p> <p>The advisory group discussed the Review method of evaluation, and the consensus is to move forward with the current methods for the 2023-2024 school year.</p>	
<p>5. Review skills and/or proficiency required for completion</p>	<p>Todd Frazee reviewed the completion requirements for the program, which are:</p> <ul style="list-style-type: none"> ● 90 Attendance ● Complete all program block projects ● Complete all program block final exams <p>Discussion:</p>	<p>The Skills and/or proficiency required for completion of the Electro-Mechanical Assembly Program were reviewed with the advisory group.</p> <p>Rebecca Cantaberry will pursue AWS SENSE registration for CAJ</p> <p>No further action is to be taken.</p>

Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p>The advisory group discussed the Review skills and/or proficiency required for completion, and the consensus is to move forward with aligning the program with appropriate industry certifications but not to any other changes for the 2023-2024 school year.</p>	
<p>6. Review Appropriateness of instructional delivery method for the program</p>	<p>Todd Frazee reviews the methods of institutional delivery</p> <p>All instruction is currently In-Person. Some instructional content is delivered through completing self-directed work in SME ToolingU, and Canvas.</p> <p>All self-paced computer-based learning is in-person during the scheduled in-person computer lab.</p> <p>Discussion: In general, the advisory group responded positively to the current state of the instructional delivery and method, returning to a traditional In-Person classroom and lab format after going to a hybrid format initiated due to the response to the COVID-19 Pandemic.</p> <p>The advisory group discussed the Appropriateness of the instructional delivery method for the program consensus is to continue with the current method for the 2023-2024 school year.</p>	<p>The Appropriateness of instructional delivery method for the Electro-Mechanical Assembly Program was reviewed with the advisory group</p> <p>No further action is to be taken.</p>
<p>7. Review program equipment and facilities</p> <ul style="list-style-type: none"> ● Facility needs ● Equipment Needs 	<p>Todd Frazee reviews the program equipment and facilities needs of the program.</p> <p>Todd reviews:</p> <ul style="list-style-type: none"> ● Overview of facility spaces <p>Equipment Needs include: [Needs update by Todd]</p> <ul style="list-style-type: none"> ● The current complement of hand tools and machine tools is adequate to serve up to 6 students per learning session. Additional 	<p>The program equipment and facilities for the Electro-Mechanical Assembly Program were reviewed with the advisory group.</p> <p>Todd Frazee will continue to develop the equipment needs budget and plan facility improvement when funds allow.</p>

Electro-Mechanical Assembly Program
Occupational Advisory MEETING MINUTES
February 7th, 2023, 5:00 PM - 5:15 PM

	<p style="text-align: center;">funds are required to ramp up a class size to 15</p> <ul style="list-style-type: none"> ● Hand tools for nine students @ ~\$6K per student. <p>Discussion.</p> <p>The advisory group discussed the Review program equipment and facilities for the program. Fundraising concepts were discussed.</p>	
<p>8. Adjourn</p>	<p>Todd Frazee: If we don't have further comments tonight, can we ask for a motion to adjourn?</p>	<p>Austin Provost makes a motion to Adjourn. Randy Hackett seconds the motion. The meeting adjourns at 6:15 PM</p>

**Electro-Mechanical Assembly (40 hr.)
Occupational Advisory Meeting**
February 7, 2023 5:00 pm
Agenda

1. Welcome – Introduction
2. Review Admissions
3. Review program content, program length, program objectives, competency tests, learning activities, instructional materials
 - Program Objectives
 - Add a statement to the description clarifying the source of program objectives are CCTEMCS
 - Proposed changes to program duration
 - Electro-Mechanical Assembly Program: Revert from 30 back to 60 hrs.
4. Review method of evaluation of skills and/or proficiency required for completion
5. Review skills and/or proficiency required for completion
6. Review the appropriateness of the instructional delivery method for the program
7. Review program equipment and facilities
8. Adjourn

Sacramento City Unified School District

ADULT EDUCATION COURSE OUTLINE

PROGRAM AREA: Career Technical Education **COURSE NUMBER:** _____

ADULT SCHOOL: Sacramento City Unified School District **UPDATED:** February 18, 2023

SCHOOL SITE: Charles A. Jones Career and Education Center **TOTAL HOURS:** 60

COURSE TITLE: Electro-Mechanical Assembly

COURSE DESCRIPTION:

The Electro-Mechanical Assembly class is a component of the Manufacturing Technician Program. The training contains fundamental knowledge of assembly processes, including identifying and applying essential hand tools techniques, safe operation presses, engraving machines, and in-process and final inspection techniques. Identification and application of mechanical assembly hardware such as threaded and non-threaded fasteners and mechanical components, will be covered in the class. Students will perform pressing interference fit hardware and learn the basics of lubricants, adhesives, sealants, and thread-locking compounds. Students will also learn the safe operation of soldering and heat shrinking and crimping equipment. In the lab, students build wiring harnesses and test the continuity of constructed projects by interpreting engineering drawings and specifications. After completing the training, students will have the knowledge and technical competency for entry-level employment in the manufacturing industry, trade apprenticeships, and industry-standard certifications through further study. The students who complete the program will have the foundational skills to prepare them for entry-level assembly technician roles. The Introduction to Manufacturing or Manufacturing Pre-Apprenticeship are prerequisite classes for this course.

I. ADMISSION REQUIREMENTS

- High school diploma
- Right to Work documentation
- Assessment test with a passing score of 239 for reading and 236 for math
- Cal Jobs registration
- SETA Job Center intake and required workshops

- Attend the one-time Orientation Session on the Charles A. Jones Career and Education Center campus
- Completion of either Introduction to Manufcatruon or Manufacturing Pre-Apprenticeship class

II. PROGRAM CONTENT THAT IS CONSISTENT WITH DESIRED STUDENT LEARNING OUTCOMES:

To provide students with the basic manufacturing skill and knowledge to enter the workforce as entry-level manufacturing technicians, enter an employer-sponsored apprenticeship program, and earn industry-recognized certifications. The students will be able to interpret manufacturing documentation to set up, build and troubleshoot electro-mechanical assemblies. The students who complete the program will have the foundational skills to prepare them for an entry-level role as an assembly technician.

III. PROGRAM LENGTH:

The manufacturing Technician course is 40 hours in length, over approximately 2 instructional weeks.

IV. PROGRAM OBJECTIVES:

Upon successful completion of this course, the student will gain the skills and knowledge necessary to perform the following manufacturing tasks in alignment with the California Career Technical Education Model Curriculum Standards (CCTEMCS) for the Manufacturing and Product Development (MPD) standards for Machining And Forming Technologies and Welding and Joining Technologies pathway:

- A. Acquire and accurately use manufacturing sector terminology and protocols at the career readiness level for communicating effectively in verbal and written formats.
- B. Use existing and emerging technology to produce products and services required in the manufacturing workplace environment.
- C. Create alternative solutions to solve a problem unique to the manufacturing sector using critical and creative thinking, logical reasoning, and problem-solving techniques.
- D. Demonstrate health and safety procedures, regulations, and personal health practices and determine the meaning of symbols, key terms, and domain-specific words and phrases as related to the manufacturing workplace environment.
- E. Apply essential technical knowledge and skills common in the manufacturing sector, following procedures when performing technical tasks.

- F. Demonstrate and apply the knowledge and skills contained in industry standards in the classroom, laboratory, and workplace settings.
- G. Describe and layout a project according to specifications or engineering drawings.

V. COMPETENCY TESTS:

Students will complete online unit module exams for online lessons in SME ToolingU, separate written exams, and hands-on competency evaluations. Final exams are conducted at the course. The instructor also observes student performance and learning through informal formative assessment.

VI. LEARNING ACTIVITIES:

(NOTE: These are ESTIMATED times and can fluctuate based on student performance and industry (advisory committee) input)

Units of Instruction and total hours of instruction

1. Electro-Mechanical Assembly (60 hrs.)

[Prerequisite: Intro to Manufacturing or Manufacturing Pre-Appenticeship]

- 1.1.1. Overview of electro-mechanical processes
- 1.1.2. Identify and apply basic hand tools associated with mechanical assembly
- 1.1.3. Demonstrate safe operation manual machines:
 - 1.1.3.1. Presses (arbor, hydraulic)
- 1.1.4. Demonstrate safe operation of CNC cutting machines
 - 1.1.4.1. CNC laser engraving
- 1.1.5. Perform in-process and final inspection techniques for mechanical assembly processes
- 1.1.6. Identify and apply mechanical assembly hardware and fabrication techniques
 - 1.1.6.1. Advanced threaded and non-threaded fasteners
 - 1.1.6.2. Mechanical components
 - 1.1.6.3. Pressing interference fit hardware
 - 1.1.6.4. Basics of lubricants, adhesives, sealants, and thread locking compounds
- 1.1.7. Identify and apply basic hand tools associated with electro-mechanical assembly
- 1.1.8. Demonstrate safe operation manual machines:
 - 1.1.8.1. Soldering irons & soldering guns
 - 1.1.8.2. Digital Multi-Meters (DMMs)
 - 1.1.8.3. Heat shrink and crimping equipment
- 1.1.9. Perform in-process and final inspection techniques for electro-mechanical assembly processes
- 1.1.10. Identify and apply electro-mechanical assembly hardware and processes
 - 1.1.10.1. Circuit boards and solid-state hardware

- 1.1.10.2. Wiring harness connectors
- 1.1.10.3. Heat shrinking
- 1.1.10.4. Wire labeling
- 1.1.10.5. Crimping hardware
- 1.1.10.6. Basics of soldering, de-soldering, fluxes, and insulating compounds
- 1.1.11. Troubleshoot electrical connections through continuity testing
- 1.1.12. Construct projects by interpreting drawings and manufacturing specifications

Total program hours 60

VII. INSTRUCTIONAL MATERIALS:

Various instructional techniques are used, including instructor demonstrations, computer-based tutorials, multimedia presentations, and individual and group projects. Software resources for shop floor and material resource management will also be used to provide an authentic real-life experiential learning environment in the lab. Raw materials and components to support lab activities and manipulatives for demonstration.

VIII. EQUIPMENT:

The following types of equipment used throughout the course:

- Horizontal and Vertical Bandsaws
- Drill Presses
- Arc welders
- Soldering Irons
- Laser engravers
- Metrology bench tools
- Hand tools for assembly
- DMMs
- Blasting and finishing equipment

IX. METHOD OF PROGRAM EVALUATION:

Students complete online module exams for each online module in the SME ToolingU and have periodic mid-unit formative assessments, and end-of-unit assessments based on specific unit topics covered by lecture topics. Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects. Students' skills are tested through simulated and authentic, real-world manufacturing projects. Grading is 50% based on exams and quizzes and 50% on lab-based activities.

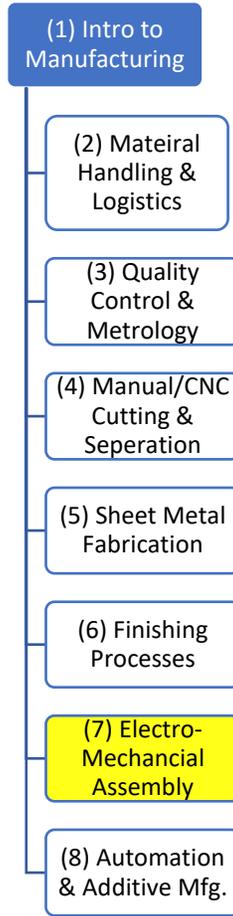
X. LEVEL OF SKILLS AND/OR PROFICIENCY REQUIRED FOR COMPLETION:

Each student must achieve a score of 75% overall mastery to complete the program successfully. If offered, the mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%. Program completion is not required to sign up for industry certification examinations. However, we highly recommend that students finish the program to prepare them to perform well on the exams

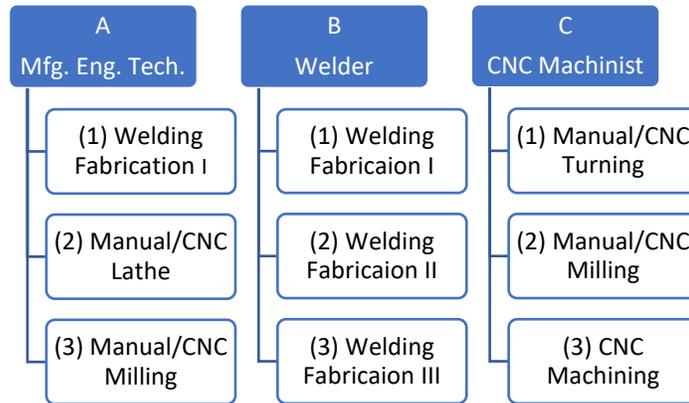
XI. IX. APPROPRIATE DELIVERY FORMATS FOR THE SUBJECT MATTER BEING TAUGHT:

Course content delivery is through a traditional classroom and laboratory format. The program includes computer-based instruction, which students will complete according to a defined schedule in a supervised computer lab. Copies of computer-based instructional materials are available upon request. Students will also have instructional time performing hands-on applications in the manufacturing lab, simulating the documentation and software used in a modern manufacturing environment.

CORE BLOCKS



SPECIALTY TRACK BLOCKS



CAPSTONE BLOCKS





CAJ CTE Occupational Advisory Meeting Minutes – (Material Handling and Logistics)

Date: February 7, 2023

(Must be at least 3 months between meetings)

Time: 4:45 PM

Location: Charles A. Jones Career & Education Center, 5451 Lemon Hill Avenue, Sacramento, CA 95824

Meeting called by: Todd Frazee & Angela Hatter

Type of Meeting: Advisory Meeting

Facilitator: Todd Frazee

Meeting Minutes: Dean Peckham/Angela Hatter

External Advisory Members Attendees (Required 3 – one can be virtual):	In Person	Virtual (Describe)	Title/Organization:
1. Austin Provost	X		Technical Sales Engineer / Lincoln Electric
2. Dean Peckham	x		Executive Director / Sacramento Valley Manufacturing Alliance (SVMA)
3. Kevin McGrew	x		Director of Quality Management / Siemens Mobility
4. Randy Hackett	x		Account Manager / Airgas
5. Scott Fredricks	x		Manager of Quality Assurance / Siemens Mobility
6. Bill VanDyck	x		Manufacturing Training Manager / Blue Diamond Growers
7. May-Va Vang	x		Workforce Development Specialist / Sacramento Job Corps
8. Shlisa Jefferson	x		CTT Manager / Sacramento Job Corps
9. Peter DeLap	x		Assembly Trainer / Siemens Mobility
10. Derek Moore	x		Assembly Trainer / Siemens Mobility
Community Members/Internal Attendees:			Title/Organization:
11. Todd Frazee	In-Person		Manufacturing Teacher / CAJ
12. Angela Hatter	In-Person		Site Administrator / CAJ
13. Rebecca Cantaberry	In-Person		Manufacturing Teacher / CAJ
13. Donovan Corbitt	In-Person		Manufacturing Technician Student / CAJ

AGENDA ITEM	DISCUSSION	ACTION STEPS
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Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

1. Welcome – Introduction	All advisory members introduce themselves.	None.
2. Review Admissions & Prerequisites	<p>Todd Frazee reviews the admission requirements of CASAS scores of Reading: 239 and Math 236. Both are set at a 9th-grade proficiency level. The reading level for ToolingU is rated at 9th grade, but math is not rated by ToolungU.</p> <p>Math level was informally reviewed by CAJ GED teacher as approximately 9th grade.</p> <p>Program math modules include fractions, decimals, and units of measure in both Imperial and Metric standards</p> <p>The admission requirements for the Material Handling and Logistics Program are identical to the Manufacturing Technician Program Prerequisites within the program are as follows:</p> <p>Material Handling and Logistics Block prerequisite is a valid Forklift operator training card. If the card is issued by an entity other than CAJ, Operator competency on CAJ vehicles must be evaluated by a qualified CAJ instructor to certify the student is authorized to operate CAJ equipment. Record of student's training card and CAJ evaluation to be kept as a record.</p> <p>Todd Frazee:</p> <p>Our recommendation is to maintain the current admissions and prerequisite requirements without change for this program:</p> <p>I would like to ask for comments.</p> <p>Kevin McGrew: We have a diverse workforce with a large working population of English Learners. Maybe lowering the bar for English skills is something to consider.</p>	<p>The Review Admissions & Prerequisites</p> <p>Todd will forward samples of program math lessons to Angela for academic evaluation.</p> <p>Todd will request statistical records of CASAS math scores for prospective students expressing interest in the manufacturing programs.</p> <p>Todd will add reporting and review of math admission requirements to the agenda for the next advisory meeting</p> <p>No changes are to be made to the Admission and Prerequisites at the present time.</p>

Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

	<p>May-Va Vang: As someone who was an English Learner, English requirements at the 9th-grade level seems very high for English Learners.</p> <p>Todd: The English CASAS test scores for the program are set at the 9th-grade level because we use SME TooliungU in lieu of a textbook, and SME rates the English level of the content at the 9th-grade level. We want the students to be successful in the program especially considering the massive amount of industry terminology required to learn the subject. If we lower the English test score requirements, we would need to replace SME ToolingU, and I don't know of a similar resource at this time.</p> <p>We do have our Integrated Education Training (IET) Manufacturing Pre-Appenticeship For English Learners Program. The course is a 14-week program that pairs an ESL teacher with me as the CTE teacher. In this program, the ESL teacher works with the students for four daily lessons to prepare them for a weekly technical lesson with the CTE Teacher. The technical side of the course is identical to Introduction to Manufacturing course. Introduction to Manufacturing is the initial course block in the Manufacturing Technician Program and a prerequisite for all other courses that follow in the program except the Material Handling and Logistics course Block.</p> <p>Angela Hatter: The IET program is intended to bridge our robust ESL programs and the Manufacturing Technician program.</p> <p>Todd: Yes. The Introduction to Manufacturing course block contains over 30 pages of industry-specific vocabulary, which is</p>	
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Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

challenging for a native English speaker to learn. The block is designed to prepare students to pass the SME Certified Manufacturing Associate (CMfgA) exam. In our pilot run of the IET program, we had a 100% CMfgA exam pass rate, which is a testament to the effectiveness of the scaffolding the program provides.

The advisory group discusses the program's English test score required for Admissions, and the consensus is to accept the standard for the program.

Todd: We have considered lowering the score to facilitate enrollment for the CASAS math requirement. We have the math score set at the 9th-grade level, but we are not certain that it is correct because SME does not rate the level of the math ToolingU content. The math level is based on which the teacher assigns SME ToolingU lessons. The math we teach in the program approaches low-level Trigonometry to solve angles, but the student does not need to be at that level to enter the program. The concern is that we have the math level set too high and are screening out viable program candidates. Angela, we have discussed having the math content officially evaluated by a curriculum specialist. Is that something we can do?

Angela: We can look into having the content evaluated if you can send me samples.

Todd: I propose we leave the math assessment level unchanged for now and have the math content evaluated before our next advisory meeting in the fall. We can add the topic to the agenda for the next meeting.

The advisory group discusses the program's Admissions

Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

	<p>Prerequisites, and the consensus is to accept the proposed standards for the 2023-2024 school year.</p>	
<p>3. Review program content, program length, program objectives, competency tests, learning activities, and instructional materials</p>	<p>Todd Frazee reviews program content, program length, program objectives, competency tests, learning activities, and instructional materials.</p> <p>Todd introduces changes to the draft outline that proposes the following changes:</p> <ol style="list-style-type: none"> 1. Program Objectives: Add a statement to the description clarifying the source of program objectives are CCTEMCS for the program: <ul style="list-style-type: none"> • Program Length Revision the duration of the program from 40 to 30 hrs. • Finishing Processes from 40 to 30 hrs. 2. Program Content Revision: <ul style="list-style-type: none"> • Add Class III forklifts to the Prerequisites <p>I would like to ask for comments.</p> <p>Bill VanDyck: To clarify, now that you have run through these classes, once you have found that, you need to make adjustments to the instructional time for the individual topics.</p> <p>Todd: Correct. The overall program duration remains unchanged.</p> <p>The advisory group discussed the proposed changes to the program content, program length, program objectives, competency tests, learning activities, and instructional materials, and the consensus is to</p>	<p>The program content, program length, program objectives, competency tests, learning activities, and instructional materials for the Material Handling and Logistics Program was reviewed with the advisory group.</p> <p>Todd will implement proposed changes to the course outline for board approval and the program schedule for classes to be offered in the 2023-2024 school year</p>

Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

	<p>move forward with changes for the 2023-2024 school year.</p>	
<p>4. Review method of evaluation</p>	<p>Todd Frazee reviews the methods of evaluation for the program. Aligns to industry certification. Applied projects. Using Tooling U for evaluation. Current ToolingU Coursework is mapped to more than one NIMS certification exam, and we intend to work towards being able to offer NIMS exams at CAJ. We will also be adding AWS SENSE academic certification tests to the program this year. The certification standards vary in requirements, but CAJ students must pass at a mastery level of 5% greater on in-class assessments than the given certification exam so they are well prepared for the certification exams.</p> <p>Methods of evaluation include Computer-based module exams for each SME ToolingU module, periodic mid-unit formative assessments, and end-of-unit assessments based on specific unit topics. Industry certification exams are offered at appropriate program milestones.</p> <p>The skills listed are from the California CTE curriculum model. It's what the K-12 system uses. We are also referencing SMEs' competency mode.</p> <p>Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects.</p> <p>All instruction is now in person, with online work completed in a supervised computer lab.</p> <p>Grading is 50% based on exams and quizzes and 50% on lab-based activities.</p> <p>Overall mastery is a score of 75% to</p>	<p>The methods of evaluation for the Material Handling and Logistics Program were reviewed with the advisory group.</p> <p>No further action is to be taken.</p>

Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

	<p>complete the program successfully. The mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%.</p> <p>The advisory group discussed the Review method of evaluation, and the consensus is to move forward with the current methods for the 2023-2024 school year.</p>	
<p>5. Review skills and/or proficiency required for completion</p>	<p>Todd Frazee reviewed the completion requirements for the program, which are:</p> <ul style="list-style-type: none"> ● 90% Attendance ● Complete all program projects ● Complete all program final exams <p>Discussion:</p> <p>The advisory group discussed the Review skills and/or proficiency required for completion, and the consensus is to move forward with aligning the program with appropriate industry certifications but not to any other changes for the 2023-2024 school year.</p>	<p>The Skills and/or proficiency required for completion of the Material Handling and Logistics Program were reviewed with the advisory group.</p> <p>No further action is to be taken.</p>
<p>6. Review Appropriateness of instructional delivery method for the program</p>	<p>Todd Frazee reviews the methods of institutional delivery</p> <p>All instruction is currently In-Person. Some instructional content is delivered through completing self-directed work in SME ToolingU, Canvas, or CAD/CAM software.</p> <p>All self-paced computer-based learning is in-person during the scheduled in-person computer lab.</p> <p>Discussion: In general, the advisory group responded positively to the current state of the instructional delivery and method, returning to a traditional In-Peson classroom and lab format after going to a hybrid format initiated due to the response</p>	<p>The Appropriateness of instructional delivery method for the Material Handling and Logistics Program was reviewed with the advisory group</p> <p>No further action is to be taken.</p>

Material Handling and Logistics
Occupational Advisory MEETING MINUTES
February 7th, 2023, 4:45 PM - 5:00 PM

	<p>to the COVID-19 Pandemic.</p> <p>The advisory group discussed the Appropriateness of the instructional delivery method for the program consensus is to continue with the current method for the 2023-2024 school year.</p>	
<p>7. Review program equipment and facilities</p> <ul style="list-style-type: none"> ● Facility needs ● Equipment Needs 	<p>Todd Frazee reviews the program equipment and facilities needs of the program.</p> <p>Todd reviews:</p> <ul style="list-style-type: none"> ● Overview of facility spaces ● Lease new Class I electric and Class IV LPS forklifts to replace existing machines <p>Equipment Needs include: [Needs update by Todd</p> <ul style="list-style-type: none"> ● Material storage equipment <p>Discussion.</p> <p>The advisory group discussed the Review program equipment and facilities for the program. Fundraising concepts were discussed.</p>	<p>The program equipment and facilities for the Material Handling and Logistics Program were reviewed with the advisory group.</p> <p>Todd Frazee will continue to develop the equipment needs budget and plan facility improvement when funds allow.</p>
<p>8. Adjourn</p>	<p>Todd Frazee: If we don't have further comments tonight, can we ask for a motion to adjourn?</p>	<p>Austin Provost makes a motion to Adjourn. Randy Hackett seconds the motion. The meeting adjourns at 6:15 PM</p>

**Material Handling and Logistics (40 hr.)
Occupational Advisory Meeting**

February 7, 2023 4:45

Agenda

1. Welcome – Introduction
2. Review Admissions
3. Review program content, program length, program objectives, competency tests, learning activities, instructional materials
 - Program Length
 - Change program duration from 40 to 30 hours
 - Program Objectives
 - Add a statement to the description clarifying the source of program objectives are CCTEMCS
 - Proposed changes to the program curriculum
 - Add Class III Forklifts to the Pre-Requisite
4. Review method of evaluation of skills and/or proficiency required for completion
5. Review skills and/or proficiency required for completion
6. Review the appropriateness of the instructional delivery method for the program
7. Review program equipment and facilities
 - Lease new Class I electric and Class IV LPS machines to replace existing machines.
8. Adjourn

Sacramento City Unified School District

ADULT EDUCATION COURSE OUTLINE

PROGRAM AREA: Career Technical Education **COURSE NUMBER:** _____

ADULT SCHOOL: Sacramento City Unified School District **UPDATED:** February 18, 2023

SCHOOL SITE: Charles A. Jones Career and Education Center **TOTAL HOURS:** 30

COURSE TITLE: Material Handling and Logistics

COURSE DESCRIPTION:

The Material Handling and Logistics class is a component of the Manufacturing Technician Program. This program prepares the student with the principles and technical skills to work in material handling and logistics in a manufacturing operation. The training contains fundamental knowledge of material handling and logistics principles, including an overview of manufacturing operations flow and essential functions of inventory systems, such as receiving, Work In Progress (WIP), finished goods, and shipping transactions. Material handling activities included forklift, packaging, physical inventory, lifting, and tool room management through hands-on learning in the manufacturing training lab. This program's core competencies are based on industry practices, California/Occupational Safety and Health Administration (Cal/OSHA), and Society of Manufacturing Engineers (SME) standards. The students who complete the program will have the foundational skills to prepare them for an entry-level role in material handling. Current operator training certification for Class I & IV forklifts is required for this class.

I. ADMISSION REQUIREMENTS

- High school diploma
- Right to Work documentation
- Assessment test with a passing score of 239 for reading and 236 for math
- Cal Jobs registration
- SETA Job Center intake and required workshops
- Attend the one-time Orientation Session on the Charles A. Jones Career and Education Center campus
- Current operator training certification for Class I & IV forklifts

II. PROGRAM CONTENT THAT IS CONSISTENT WITH DESIRED STUDENT LEARNING OUTCOMES:

This program provides students with the essential skill and knowledge to enter the workforce as an entry-level position in a logistics department at a manufacturer, enter an employer-sponsored apprenticeship program, and complete one core component in the Manufacturing Technician program. Students will learn foundational skills for entry-level manufacturing roles in material handling, logistics, stock room, and tool room management.

III. PROGRAM LENGTH:

The manufacturing Technician course is 30 hours long, over approximately 1 instructional week

IV. PROGRAM OBJECTIVES:

Upon successful completion of this course, the student will gain the skills and knowledge necessary to perform the following manufacturing tasks in alignment with the California Career Technical Education Model Curriculum Standards (CCTEMCS) for the Manufacturing and Product Development (MPD) standards for Machining And Forming Technologies pathway, and select standards from Transportation (T) Operations pathway:

- A. Acquire and accurately use manufacturing sector terminology and protocols at the career readiness level for communicating effectively in verbal and written formats.
- B. Use existing and emerging technology to produce products and services required in the manufacturing workplace environment.
- C. Demonstrate health and safety procedures, regulations, and personal health practices and determine the meaning of symbols, key terms, and domain-specific words and phrases as related to the manufacturing workplace environment.
- D. Apply essential technical knowledge and skills common in the manufacturing sector, following procedures when performing technical tasks.
- E. Demonstrate and apply the knowledge and skills contained in industry standards in the classroom, laboratory, and workplace settings.

V. COMPETENCY TESTS:

Students will complete online unit module exams for online lessons in SME ToolingU. Students also complete separate written exams and hands-on competency evaluations for material handling and logistics-related topics. The instructor also observes student performance and learning through informal formative assessment.

VI. LEARNING ACTIVITIES:

(NOTE: These are ESTIMATED times and can fluctuate based on student performance and industry (advisory committee) input)

Units of Instruction and total hours of instruction

1. Material Handling and Logistics (30 hrs.)

[Pre-requisite: current operator training certification for Class I & IV forklifts]

- 1.1. Overview of manufacturing operations flow
 - 1.1.1. Estimating and Quoting
 - 1.1.2. Order entry
 - 1.1.3. Purchasing, Purchase orders (PO)
 - 1.1.4. Project planning, Work orders (WO) & traveler packages
 - 1.1.5. Packing Slips (PS)
 - 1.1.6. Bills of Lading (BL)
 - 1.1.7. Essential functions of Material/Enterprise Resource Planning (MRP/ERP) systems
- 1.2. Logistics
 - 1.2.1. Inventory system transactions
 - 1.2.2. Receiving
 - 1.2.3. Work In Progress (WIP) transactions
 - 1.2.4. Finished goods inventory
 - 1.2.5. Shipping
- 1.3. Material Handling
 - 1.3.1. Forklift activities
 - 1.3.2. Packaging
 - 1.3.3. Lifting (hoists, cranes, and slings)
 - 1.3.4. Physical inventory
 - 1.3.5. Tool crib (room) management

Total program hours 30

VII. INSTRUCTIONAL MATERIALS:

Various instructional techniques are used, including instructor demonstrations, computer-based tutorials, multimedia presentations, and individual and group projects. Software resources for CAD/CAM programming, CNC code editing, shop floor, and material resource management will also be used to provide an authentic real-life experiential learning environment in the lab. Raw materials and components to support lab activities and manipulatives for demonstration.

VIII. EQUIPMENT:

The following types of equipment used throughout the course:

Class I Industrial Lift Truck
Class IV Industrial Lift Truck
Pallets
Traffic cones
Pallet Racks
Mock stockroom and inventory
Material banding kit and staps
Lifting attachments
Inventory system computers.
Labeling and bar code scanning equipment
Packaging workstation
Laser engraver

IX. METHOD OF PROGRAM EVALUATION:

Students complete online module exams for each online module in the SME ToolingU and have both periodic mid-unit formative assessments and end-of-unit assessments based on specific unit topics covered by lecture topics. Assessments may be in the form of paper or computer-based tests, hands-on skills demonstration activities, and unit signature projects. Skills tests simulate authentic, real-world manufacturing scenarios. Grading is to be 50% based on exams and quizzes and 50% on lab-based activities.

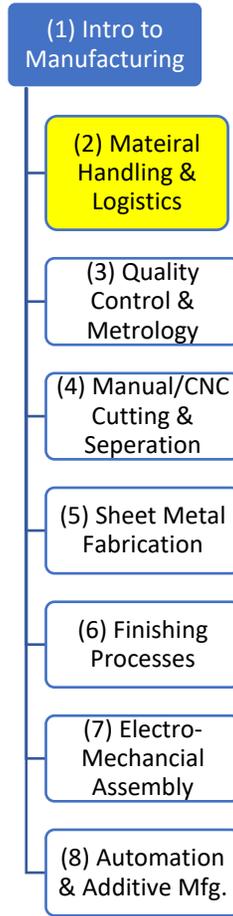
X. LEVEL OF SKILLS AND/OR PROFICIENCY REQUIRED FOR COMPLETION:

Each student must achieve a score of 75% overall mastery to complete the program successfully. . If offered, the mastery of individual industry certification exams is governed by the accrediting organization and may vary by organization but typically range from 70%-80%. Program completion is not required to sign up for industry certification examinations. However, we highly recommend that students finish the program to prepare them to perform well on the exams.

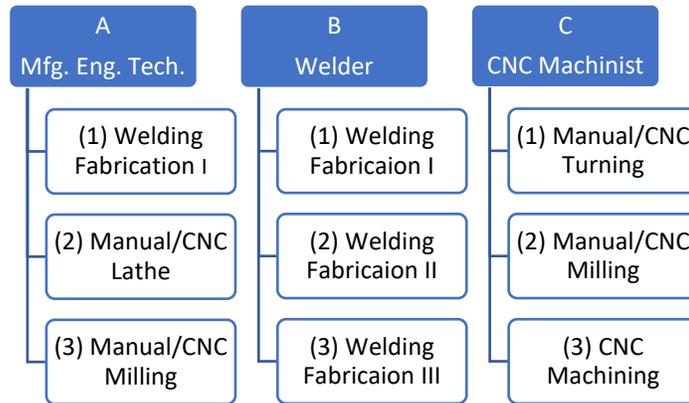
XI. APPROPRIATE DELIVERY FORMATS FOR THE SUBJECT MATTER BEING TAUGHT:

Course content delivery is through a traditional classroom and laboratory format. The program includes computer-based instruction, which students will complete according to a defined schedule in a supervised computer lab. Copies of computer-based instructional materials are available upon request. Students will also have instructional time performing hands-on applications in the manufacturing lab, simulating the documentation and software used in a modern manufacturing environment.

CORE BLOCKS



SPECIALTY TRACK BLOCKS



CAPSTONE BLOCKS





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1r

Meeting Date: June 22, 2023

Subject: Approve Staff Recommendations for Expulsion # 25 2022-2023

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

Division: Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsion # 25 (2022-2023)

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. None

Estimated Time of Presentation: (N/A)

Submitted by: Lisa Allen, Deputy Superintendent

Stephan Brown, Director III

Approved by: Jorge Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1s

Meeting Date: June 22, 2023

Subject: Approve Retention of 5 Firms for the Architectural 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 5 firms for the District's Architectural Services Pool in response to Request for Qualifications

Background/Rationale: The District will require the services of architectural firms for use in support of construction, modernization and various facility projects. On April 24, 2023, the District issued a Request for Qualifications for Architectural Services to establish a pool of architect firms. Proposals were due May 22, 2023. 23 proposals were received and evaluated by a Selection Advisory Committee comprised of District operational and academic staff. The panel considered relevant factors, qualifications and experience and determined 5 firms should be invited to interviews on June 12, 2023. At the conclusion of the interview process, the panel determined that 5 firms were the most qualified to round out the District's pool of architects for current and future needs.

Therefore, it is recommended that the 5 firms below serve as the District's Architectural Services Pool to provide architectural services on a project-by-project basis. Assignments to each firm for specific projects will be presented to the Board as service needs are established.

California Design West
HMC Architects
LPA Design Architects
Lionakis Architects
Nacht & Lewis Architects

Financial Considerations: None

LCAP Goal(s): Operational Excellence

Documents Attached:

1. List of Selection Advisory Committee Members

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

2023 Request for Qualifications for Architectural Services – Selection Advisory Committee

<u>Title</u>	<u>Name</u>	<u>Department</u>	<u>Role</u>
CBO	Rose Ramos	Business Services	Screen
Director III, Facilities Support Services	Chris Ralston	Facilities Support Services	Screen & Interview
Director I, Capital Projects	Nathaniel Browning	Facilities Support Services	Screen & Interview
Manager III, Facilities	Brendin Swanson	Facilities Support Services	Screen & Interview
Facilities Planning Manager	Ben Wangberg	Facilities Support Services	Screen & Interview
Director III, Accounting	Cindy Tao	Accounting Services	Screen & Interview
Director II, Risk Management	Keyshun Marshall	Risk Management	Screen & Interview
Manager II, Env Sustainability	Chamberlain Segrest	Environmental Sustainability	Interview
Specialist, Legal/Safe Schools	Sheila Domondon	Legal/Safe Schools	Interview
Purchasing Manager II	Robert Aldama	Purchasing	Screen & Interview

Interview Schedule – June 12, 2023

<u>Time</u>	<u>Firm</u>
9:00	LPA Design
10:15	CA Design West
12:00	HMC Architects
1:15	Nacht & Lewis
2:30	Lionakis