

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jasjit Singh, President (Trustee Area 2)
Tara Jeane, Vice President (Trustee Area 1)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, June 5, 2025 4:30 p.m. Closed Session 6:00 p.m. Open Session

Serna Center

Community Conference Rooms 5735 47th Avenue Sacramento, CA 95824

AGENDA

2024/25-21

Allotted Time

- 4:30 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL
 - 2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION
 - 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel:
 - a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)
 - b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2025010660 & OAH Case No. 2025010729) & (County of Sacramento Case File No. 25-FA00012228)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)
- 3.3 Government Code 54957 Public Employee Discipline/Dismissal/Release/Complaint
- 3.4 Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 24-25: Expulsion #24 2024/2025 and Staff Recommendation for Expulsion Readmissions #2, #3, #4, #5, #6, #7, #8, #9, #10,

#11, #12, and #13 of the 2024-25 school year (David Van Natten)

3.5 Government Code section 54957—Public Employee Performance Evaluation Title: Superintendent

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

- 4.1 The Pledge of Allegiance
- 4.2 Broadcast Statement
- 4.3 Stellar Student introduced by Board Member April Ybarra

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

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

6:15 p.m. **7.0 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.

6:30 p.m. **8.0 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.

- 8.1 <u>Items Subject or Not Subject to Closed Session:</u>
 - 8.1a Approve/Ratification of Grants, Entitlements, and Other Income Agreements (Janea Marking)
 - 8.1b Approve/Ratification of Other Agreements, Bid Awards, Declared Surplus Materials and Equipment, Change Notices, and Notices of Completion (Janea Marking)
 - 8.1c Approve Contracts Report >\$15,000 (Janea Marking)
 - 8.1d Approval of Unauthorized Vendor Payments (Janea Marking)
 - 8.1e Approve Personnel Transactions (Cancy McArn)
 - 8. If Approve SETA Resolution Authorizing Execution of Delegate Agency Agreement (Yvonne Wright)

- 8.1g Approve Facilities Use Agreement with St. HOPE Public Schools for use of the Property at 5201 Strawberry Lane (Amanda Goldman, Ed.D.)
- 8.1h Approve Facilities Use Agreement with St. HOPE Public Schools for use of the Property at 2315 34th Street (Amanda Goldman, Ed.D.)
- 8.1i Approve Facilities Use Agreement with Capitol Collegiate Academy for use of the Property at 2118 Meadowview Road (Amanda Goldman, Ed.D.)
- 8.1j Approve Operational Memorandum of Understanding with St. HOPE Public Schools (Amanda Goldman, Ed.D.)
- 8.1k Approve Operational Memorandum of Understanding with Growth Public Schools (Amanda Goldman, Ed.D.)
- 8.11 Approve Operational Memorandum of Understanding with Sol Aureus College Preparatory (Amanda Goldman, Ed.D.)
- 8.1m Approve Minutes for the March 20, 2025, Regular Board of Education Meeting (Lisa Allen)
- 8.1n Approve Delegating Duty to Accept Bids and Award Construction Contracts (Chris Ralston)
- 8.10 Approve Resolution No. 3497: Resolution of Intention to Convey Public Utility Easements to Sacramento Municipal Utility District at Pacific Elementary School (Ben Wangberg)
- 8.1p Approve 2025-26 Legal Contracts (Janea Marking)
- 8.1q Approve Expanded Learning Opportunities Program Plan (Manpreet Kaur)
- 8.1r Approve Staff Recommendation for Expulsion #24 2024-25 school year (David Van Natten)
- 8.1s Approve Staff Recommendation for Expulsion Readmissions #2, #3, #4, #5, #6, #7, #8, #9, #10,#11, #12, and #13 of the 2024-25 school year (David Van Natten)
- 8.1t Approve Job Descriptions (Cancy McArn & Dan Schallock)
- 8.1u Approve Salary Schedule (Cancy McArn & Dan Schallock)

6:32 p.m. **9.0 COMMUNICATIONS**

9.1 Employee Organization Reports:

Information

SCTA – 15 minutes

SEIU - 15 minutes TCS - 3 minutes

Teamsters – 3 minutes

SCTASEIU

		TCSTeamstersUPE	UPE – 3 minutes
7:11 p.m.	9.2	District Advisory Committees:	Information 3 minutes each
		 Student Advisory Council 	3 minutes each
		 Community Advisory Committee 	
		 District English Learner Advisory Committee 	
		 Local Control Accountability Plan/Parent Advisory Committee 	
		 Black/African American Advisory Board 	
		 Community Schools Advisory Committee 	
		 American Indian Education Program Parent Committee 	
7:32 p.m.	9.3	Student Member Report (Justine Chueh-Griffith)	Information 5 minutes
7:37 p.m.	9.4	Superintendent's Report (Lisa Allen)	Information 5 minutes
7:42 p.m.	9.5	President's Report (Jasjit Singh)	Information 5 minutes
7:47p.m.	9.6	Information Sharing by Board Members	Information 10 minutes
	10.0 SPE	CIAL PRESENTATION	
7:57 p.m.	10.1	Pride Month Celebration (Board President Jasjit Singh)	Information 5 minute presentation 5 minute discussion
8:07 p.m.	10.2	Annual Student Advisory Council Presentation (SAC)	Information 15 minute presentation 5 minute discussion
8:27 p.m.	10.3	BPSB Action Plan Quarterly Update (Dr. Gregory Peters)	Information 15 minute presentation 10 minute discussion
8:52 p.m.	10.4	Enrollment Process (GioVonna Washington-Woodfy)	Information 10 minute presentation 10 minute discussion

9:12 p.m.	10.5	Website Update (Brian Heap)	Information 10 minute presentation 10 minute discussion
9:32 p.m.	10.6	Reading Difficulties Screener Adoption (Erin Findley)	Action 10 minute presentation 5 minute discussion
	11.0 P	UBLIC HEARING	
9:47 p.m.	11.1	Public Hearing: 2025-26 Local Control and Accountability Plan (Dr. Edward Eldridge)	Information 10 minute presentation 10 minute discussion
10:07 p.m.	11.2	Public Hearing for Dependent Charter 2025-26 Local Control Accountability Plans (LCAP) (Amanda Goldman, Ed.D.)	Information 2 minute presentation 5 minute discussion
10:14 p.m.	11.3	Public Hearing: Proposed Fiscal Year 2025-2026 Budget for All Funds (Janea Marking)	Information 10 minute presentation 10 minute discussion
10:34 p.m.	11.4	Oak Ridge Elementary Construction Prop 2 Public Hearing to Authorize Project for State Matching Funds (Chris Ralston)	Action 5 minute presentation 5 minute discussion
10:44 p.m.	11.5	Cesar Chavez Elementary Construction Prop 2 Public Hearing to Authorize Project for State Matching Funds (Chris Ralston)	Action 5 minute presentation 5 minute discussion
	12.0 B	OARD WORKSHOP/STRATEGIC INITIATIVE	
10:54 p.m.	12.1	Budget Right-Sizing Update (Janea Marking)	Information 10 minute presentation 5 minute discussion
11:09 p.m.	12.2	Approve the Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year (Cancy McArn)	Conference/Action 5 minute presentation 5 minute discussion
11:19 p.m.	12.3	Board Review and Approval of Immediate Suspension and Dismissal of Certificated Employee (EEID # 30199) (open session upon employee request) (Cancy McArn)	Action 5 minute presentation 5 minute discussion
11.20 n m	120 5	UITUDE DOADD MEETING DATES / LOCATIONS	

11:29 p.m. 13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ June 26, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ August 7, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

11:31 p.m. **14.0 ADJOURNMENT**

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item<u># 8.1a</u>

Meeting Date: June 5, 2025

<u>Subject</u> : Approval/Ratification of Grants, Entitlements, and Other Income Agreements
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Business Services
Recommendation: Recommend approval of items submitted.
Background/Rationale:
Financial Considerations: See attached.
<u>LCAP Goal(s)</u> : Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes
Documents Attached: 1. Entitlements, and Other Income Agreements
Estimated Time of Presentation: N/A
Submitted by: Janea Marking, Chief Business and Operations Officer
Steven Meadows, Budget Analyst
Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor	New Grant	<u>Amount</u>		
Early Childhood Learning				
University Enterprises, Inc. G25-00019	⊠ Yes □ No	\$2,099,916.00 No Match		
University) to establish demonstrati	on sites for Sacram	University Enterprises, Inc (Sacramento State ento State University's Innovation Center for yes at Mark Twain Elementary, Golden Empire		
·				
SPECIAL EDUCATION DEPARTME	<u>ENT</u>			
California Department of Education G25-00020	⊠ Yes □ No	\$447,119 No Match		
Period: 7/1/24 – 6/30/25 Description: 2024-25 Federal Special Education Mental Health ADA Federal Grant to be used on Special Education Mental Health related IEP goals.				

Subaward Agreement				
Prime Sponsor: Prime Recipient: Prime Award No.: California Natural Rescription City of Sacramento GF2130-0		ources Agency		
Pass-Through Entity (PTE): University Enterprises, Inc. PTE PI: Pia Wong		Subawardee: Sacramento City Unified School District Sub PI: Yvonne Wright		
PTE Award No: Agreement dated 10/1/2023		Subaward No: 540511A		
Project Title: CRF 2021- Sacramento State Center for Excellence for Early Childhood Education				
Subaward Period of Performance (Bud Start: 7/1/2024 End	,	Amount Funded (USD): \$2,099,916.00		

- 1) **Subaward:** PTE hereby awards a cost reimbursable subaward, as described above, to Subawardee. The statement of work and budget for this Subaward are as shown in Attachment 4, which is hereby made a part of this Subaward Agreement.
- 2) Invoicing and Payment: Subawardee shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward. All invoices shall be submitted using Subawardee's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and a certification that the invoice is complete and accurate and that all invoiced expenditures are for the purposes and objectives set forth in the terms and conditions of this Subaward. Invoices that do not reference PTE Subaward number shall be returned to Subawardee. Invoices and questions concerning invoice receipt or payments shall be directed to the appropriate party's Financial Contact, as shown in Attachments 3A and 3B. Upon receipt of proper invoices, PTE agrees to process payments in accordance with this Subaward Agreement. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subawardee.
- 3) **Financial Reporting:** A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to PTE's Financial Contact, as shown in Attachment 3A, NOT LATER THAN **30 days** after the Subaward Period of Performance end date. The final statement of costs shall constitute Subawardee's final financial report.
- 4) **Technical Reporting:** Technical reports are required as shown in Attachment 4.
- 5) Party Contacts: Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3A and 3B.
- 6) **Key Personnel:** Subawardee's Principal Investigator is considered essential to the work to be performed under this Subaward Agreement. Substitution or substantial reduction in commitment of Subawardee's Principal Investigator requires the prior written approval of PTE. In the event that Subawardee notifies PTE that it desires to replace Subawardee's Principal Investigator, Subawardee shall notify PTE in writing within 14 business days of the date of such replacement and shall propose a substitute principal investigator, identifying the proposed substitution in the notice. PTE shall notify Subawardee within 14 business days after receipt of such notice of its decision either to continue the Subaward Agreement with the substitute principal investigator or to terminate the Subaward Agreement.
- 7) Incorporation of Attachments and Order of Precedence: The following listed attachments are hereby made part of this Subaward Agreement. Any inconsistencies in this Subaward Agreement shall be resolved by giving precedence in the following order:
 - a. This document and Attachment 1, "Representations and Certifications";
 - b. Attachment 2, "Special and General Terms and Conditions";
 - c. Attachment 4, "Reporting Requirements, Statement of Work and Budget";
 - d. Other documents, exhibits and attachments.
- 8) **Entire Agreement:** This Subaward Agreement constitutes the entire agreement between the parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subaward Agreement shall be made in writing and must be signed by an authorized representative of each Party.
- By signing this Subaward, Subawardee certifies that it will perform the Statement of Work in accordance with the terms and conditions of both this Subaward and the Prime Recipient's Subaward to PTE and the applicable terms of the Prime Award, including the appropriate Terms and Conditions of the Prime Sponsor, as referenced in the attachments hereto. Further, if there is a conflict between the Prime Award (including the Terms and Conditions of the Prime Sponsor) and this Subaward, the Prime Award shall prevail.

By an Authorized Official of Prime Grant Recipient:		By sign अधिरांorized Official of Subawardee.	
Monica Kauppiner	5/13/2025	Janea Marking	05/07/2025
Monica F. Kauppinen Director, Sponsored Programs Administration	Date	ਤਿਸਦਿੰਕ ਅੰਭਾਸ਼ੀਉ Chief Business and Operations Officer	Date

Attachment 1 Representations and Certifications

Not used.

Attachment 2

Special and General Terms and Conditions

Special Terms and Conditions

- 1. Subawardee agrees to abide by the conditions on activities and restrictions on expenditures that may be applicable to this Subaward to the extent those restrictions are pertinent. This may include any recent conditions or restrictions noted on Prime Sponsor's website: resources.ca.gov.
- 2. Subawardee agrees to comply with all provisions of both the Prime Award and the Prime Recipient's Subaward to PTE that are applicable to Subawardee's work under this Subaward, including, *without limitation*, those provisions pertaining to Section II, paragraph G (Public Works Projects) and paragraph L (Insurance). See Attachment 5.

General Terms and Conditions

A. TERMS OF UNDERSTANDING

- 1) Term: The term of this Subaward shall expire on the date stated on the face page of this Subaward Agreement and may be extended upon written mutual agreement. Any renewal is subject to compliance with the reporting and fiscal requirements outlined in this Subaward. This Subaward is issued under and in connection with the award from Prime Sponsor, as referenced on the face page of this Subaward Agreement.
- 2) Termination. Without cause: PTE may terminate this Subaward Agreement without cause on 30 days' written notice to the other party's Authorized Official as shown in Attachments 3A and 3B. For cause: PTE may upon thirty (30) days' advance notice terminate this Subaward and be relieved of any payments should Subawardee fail to perform the requirements of this Subaward at the time and in the manner herein provided. In the event of such termination PTE may proceed with the work in any manner it deems proper. All costs to PTE shall be deducted from any sum due Subawardee under this Subaward, and the balance, if any, shall be paid to Subawardee upon demand. Notwithstanding the foregoing, following such termination, if the costs to PTE to proceed with the work exceed the amount due to Subawardee under this Subaward, then Subawardee shall pay the difference to PTE within thirty (30) days after demand made by PTE to Subawardee. In the case of any termination, whether without cause or for cause, Subawardee shall, in accordance with Attachment 4, furnish PTE all necessary data and final reports that were completed or in progress through the date of termination.
- Assignment: This Subaward is not assignable by Subawardee, in whole or in part, without the prior written approval of PTE.
- **4) Amendment:** No amendment or variation of the terms of this Subaward shall be valid unless made in writing, signed by the parties, and approved as required, except that PTE may unilaterally make non-substantive changes to the terms or conditions of this Subaward, which changes shall become effective upon notice to Subawardee. No oral understanding or Subaward not incorporated in the Subaward is binding on any of the parties.
- 5) **Prior Approvals:** Subawardee understands that any requests for changes to this Subaward, whether programmatic or financial, must be sought from PTE's appropriate contact as listed in Attachment 3A, and not from Prime Sponsor or Prime Recipient.

B. RESPONSIBILITIES

- 1) Official Contact: Each party will appoint a person to serve as the administrative contact and coordinate the activities of each organization in carrying out this Subaward. The initial appointees of each organization are listed in Attachments 3A and 3B of the Subaward.
- 2) Subawardee Name Change or Personnel Change: Subawardee shall provide a written notice to PTE at least thirty (30) days before any changes to Subawardee's current legal name. Subawardee shall provide a written notice to PTE at least thirty (30) days before any changes in personnel requiring assignment of a new individual to serve as the principal investigator and/or administrative contact.

C. GENERAL PROVISIONS

1) Independent Contractor: Subawardee and the agents and employees of Subawardee, in the performance of this Subaward, shall act in an independent capacity and not as officers, employees or agents of PTE or California State University, Sacramento.

- 2) Reimbursement: Subawardee will be reimbursed a total amount not to exceed the amount stated on the face page of this Subaward Agreement, subject to compliance with performance, reporting, and fiscal requirements of the Subaward. Expenditures relating to this project shall be in accordance with the budget which is set forth in Attachment 4 to the Subaward.
- 3) Commencement of Work: Any work performed by Subawardee prior to Subaward execution will be done at Subawardee's risk and PTE will have no obligation to make payment for these services.
- 4) **Program Reports:** A failure to submit timely reports, meet Program objectives as delineated in Subawardee Program proposals, or make expenditures in compliance with the approved budget may, without limitation, result in disallowance of award costs, refund of award funds to PTE and/or termination of this Subaward. The final invoice payment will be withheld pending submission and approval of required Program technical and financial reports.
- 5) Rights in Data: Subawardee grants to PTE and to Prime Sponsor the unlimited, perpetual right to publish, translate, reproduce, deliver, use and dispose of and to authorize others to do so, all data including but not limited to reports, drawings, blueprints, and technical information resulting from the performance of work under this Subaward, for the purposes specified in the award from Prime Sponsor, and/or for purposes benefiting the educational mission of California State University, Sacramento.
- 6) Copyright Rights: Subawardee grants to PTE an irrevocable, royalty-free, transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to Prime Sponsor and Prime Recipient. Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to Prime Sponsor and Prime Recipient and for purposes benefiting the educational mission of California State University, Sacramento.
- 7) Work Involving Human Subjects or Vertebrate Animals: Subawardee agrees that any non-exempt human-subject and/or vertebrate animal research that Subawardee conducts under this Subaward shall not commence until such research is first approved by an Institutional Review Board (IRB) and/or an Institutional Animal Care and Use Committee (IACUC), as applicable. In a case when PTE and Subawardee are both engaged in a collaborative research project, Subawardee agrees to negotiate with PTE in regard to which institution's IRB or IACUC is most appropriate to review and approve the non-exempt human-subject and/or vertebrate animal research and to cooperate in the submission of an appropriate protocol. In the event Subawardee seeks approval from any IRB or IACUC other than PTE's, Subawardee will ensure that 1) such IRB or IACUC is in full compliance with applicable state and federal laws and regulations, 2) Subawardee's application for approval is entirely consistent with Subawardee's work under this Subaward, and 3) Subawardee's principal investigator maintains current and duly approved research protocols for all periods of the Subaward involving human-subject and/or vertebrate animal research. In no event shall Subawardee invoice or be reimbursed for any human-subject or vertebrate animal-related research expenses that were incurred while any applicable IRB/IACUC approval was not properly in place.

Unless Subawardee's research protocol was approved by PTE's IRB or IACUC, Subawardee agrees to send verification of IRB and/or IACUC approval to PTE's Administrative Contact as soon as is practically possible after receipt of such approval.

- 8) Title to Equipment: Title to equipment, as defined in 2 CFR 200.33, that is purchased or fabricated with funds from this Subaward Agreement as direct costs of the project or program, shall vest in Subawardee unless otherwise indicated by Prime Sponsor.
- 9) Use of Name: Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

- 10) Indemnification and Insurance: Each party shall defend, indemnify and hold the other parties, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subaward but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. In any case in which Subawardee is obligated hereunder to indemnify, defend and/or hold harmless PTE, Subawardee shall also be obligated to indemnify, defend and hold harmless the Trustees of the California State University, the State of California, the City of Sacramento, and California State University, Sacramento, and all of their employees, agents, directors, officers and representatives. The indemnification obligations of this section shall survive any expiration or earlier termination of this Subaward. Subawardee shall maintain the following insurance policies: (i) general liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) at all times during the term of this Subaward; (ii) professional liability insurance in an amount of not less than One Million Dollars at all times during the term of the Subaward as well as for a period of three (3) years thereafter, and (iii) workers' compensation insurance coverage as required by applicable law at all times during the term of this Subaward. The general liability insurance coverage shall be endorsed to name UEI; the Trustees of the California State University; California State University, Sacramento; the City of Sacramento; the State of California; and all of said entities' employees, agents, directors, and officers as additional insureds. The general liability insurance policy and the workers' compensation insurance policy shall each be endorsed to waive subrogation in favor of UEI; the Trustees of the California State University; California State University, Sacramento; and all of said entities' employees and agents. Upon execution of this Subaward and annually upon renewal of each such policy, Subawardee shall provide PTE certificates of insurance demonstrating compliance with the provisions of this paragraph. Subawardee's insurance policies must additionally be consistent with the requirements Section II(L) of Prime Recipient's Subaward to PTE. See Attachment 5.
- **11) Audit/Retention:** Subawardee agrees that PTE, Prime Sponsor and Prime Recipient, as identified on the face page of this Subaward Agreement, or any auditor acting on behalf of any of them, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Subaward.
- 12) Record Maintenance: Subawardee agrees to maintain all documentation including but not limited to financial reporting and backup documentation, Program reports and other deliverables and any other required data and deliverables for a period of three (3) years past the date of final payment to Subawardee, unless a longer period of record retention is stipulated. Subawardee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- **13) Equal Employment Opportunity:** Subawardee shall be in compliance with E.O. 11246 "Equal Employment Opportunity." As amended by E.O. 11375, "Amending Executive Order 11246 Relation to Equal Employment Opportunity."
- 14) Certification Regarding Lobbying: If PTE's funding source for this Subaward is federal, Subawardee shall comply with provision of Section 1352, Title 31 U.S.C., which imposes prohibitions and requirement for disclosure and certification related to lobbying by recipients of Federal contracts, grants, cooperative agreements and loans. Section 1352 Title 31 U.S.C. also applies to sub-tier contractors and/or Federal Agency in connection with the award of a particular contract, grant, cooperative agreement, loan or any sub tier contract, and/or sub-grant. By signing this Subaward, Subawardee agrees to this provision.
- 15) Drug-Free Workplace: If PTE's funding source for this Subaward is federal, Subawardee shall comply with the Drug-Free Workplace Act of 1988, Title 12, CFR, Part 76, and Subpart F, which requires prime recipients and any sub-tier contractor, and/or sub-grantees to certify that they will maintain a drug-free workplace. If PTE's funding source for this Subaward is from the State of California, Subawardee shall comply with California's Drug-Free Workplace Act of 1990, which requires every employer who is awarded a contract or grant from any California state agency to certify that it does or will provide a drug-free workplace, including a workplace free of marijuana use. By signing this Subaward, Subawardee agrees to this provision.
- 16) Disputes: Any dispute that cannot be resolved by Subawardee and PTE shall be forwarded to the Executive Director of PTE or his/her designee and the top-ranking official for Subawardee or his/her designee. If the dispute cannot be resolved at this level, either party may seek whatever legal remedy it desires. Disputes pertaining to non-programmatic issues such as invoicing and payment shall be forwarded initially to the PTE Administrator for resolution. If the dispute cannot be resolved at this level, it shall be resolved in the manner noted above. Subawardee shall continue performing its responsibilities under this Subaward during any dispute. Should any litigation, arbitration, or any action be commenced between the parties relating to this Subaward, the prevailing party shall be entitled to an award of its costs, including reasonable attorneys' fees at hearing or trial and on appeal.

- **17) Unenforceable Provision:** In the event that any provision of this Subaward is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Subaward have force and effect and shall not be affected thereby.
- **18) Integration:** This Subaward Agreement and its attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subaward Agreement shall be valid or binding; and this Subaward may not be enlarged, modified, or altered except in writing signed by the parties.
- **19) Counterparts:** This Subaward Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Attachment 3A Pass-Through Entity (PTE) Contacts					
PTE Infor	mation				
Entity Name	e: Univ	versity Enterprises, Inc.			
Legal Addre		O J Street,			
J		net Bookstore, Suite 3400 MS 6111			
		ramento, Ca 95819			
Website:	WWV	v.csus.edu/sp			
PTE Cont	acts				
Central Ema	ail:	sp@csus.edu			
	vestigator (PI):	Pia Wong			
Em		wongp@csus.edu	Telephone Number: (916) 278-	-4978	
	ive Contact:	Jua Vang Her			
Ema		juavang@csus.edu	Telephone Number: (916) 278	-3461	
			Vargas@csus.edu		
Financial C		Jua Vang Her	T-1	0.404	
Em:	all: Invoices:	juavang@csus.edu Yes No Invoice Ema	Telephone Number: (916) 278-	-3461	
Authorized			il (if different):		
Em	_	Monica F. Kauppinen Mkauppi@csus.edu	Telephone Number: (916) 278-	_738N	
Administrative Address: Name: Jua Vang Her Address: University Enterprises, Inc. 6000 J Street Hornet Bookstore, Suite 3400 MS 6111 Sacramento, CA 95819					
PI Address:	:				
Name: Pia Wong Address: Teaching Credentials Department, Eureka Hall 302 California State University, Sacramento 6000 J Street Sacramento, CA 95819-6079					
Invoice Add	dress:				
Name: Address:	6000 J Stree	nterprises, Inc. t store, Suite 3400 MS 6111			

Attachment 3B Subawardee Contacts						
Subawardee	Information	on				
Entity's DUNS N	ame: Sad	ramento City Unified	School District			
EIN No.:	94-6002491		Institution Type: US Loc	cal Govt, S	pecial District (Sc	hool District)
			Currently registered in	SAM.gov:		lo
UEI:	CVE6DTDk	(VX25	Exempt from reporting	executive of	comp: 🛛 Yes [] No
Parent UEI:	n/a		Congressional District:	CA-007	Zip Code+4: 958	24-4528
Place of Perform	ance Addres	SS:				
5735 47 th Avenu Sacramento, CA	e . 95824-4528					
 Mark Twain Golden Emp 	Elementary s ire Elementa	ry School, 9045 Can	le without limitation: , Sacramento, CA 95820 berra Dr., Sacramento, (liver Way, Sacramento, (CA 95826-	4414	
Subawardee						
Central Email:	n/a					
Website:		usd.edu				
Principal Investi Email:	gator (PI):	Yvonne Wright Yvonne-wright@scu	sd.edu	Telephone	Number: (916)	643-9086
Administrative (Email:	Contact:	Mikako Hill Fisher Mikako-fisher-hill@s	cusd.edu	Telephone	Number: (916)	643-7801
Financial Conta Email:	ct:	Janea Marking Janea-marking@scu		Telephone		643-9055
	nt Email (if dif	ferent from Financial Co		rolophone	rtamber: (010)	040 0000
Authorized Office	•	Janea Marking	mady.			
Email:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Janea-marking@scu	ısd.edu	Telephone	Number: (916)	643-9055
Legal Address:						
5735 47 th Avenue Sacramento, CA 95824-4528						
Administrative	Address:					
5735 47 th Avenue Sacramento, CA 95824-4528						
Payment Addre	ss:					
5735 47th Avenu Sacramento, CA		3				

Attachment 4

Reporting Requirements, Statement of Work and Budget

Reporting Requirements					
Sub	awardee agrees to submit the following reports:				
Tec	<u>hnical</u>				
	A Final technical/progress report will be submitted to the the end of the period of performance.	PTE's Principal Investiga	tor Contact with	in 60 days after	
	Technical/progress report(s) as follows: Provide progress curriculum development and implementation, support for program activities, data collection, and activities related to pipeline.	demonstration site teach	ers to fully partic	ipate in	
\boxtimes	Technical/progress report as may be required by the PTE satisfy its reporting obligations to the Prime Sponsor and		Contact in order	for the PTE to	
<u>Oth</u>	<u>er</u>				
	Subawardee agrees to notify PTE's Administrative Contact within 60 days after Subawardee's inventor discloses invention(s) in writing to Subawardee's personnel responsible for patent matters. Subawardee will submit a final invention report using Prime Sponsor specific forms to PTE's Administrative Contact within 60 days of the end of the Project Period so that it may be included with PTE's final invention report to Prime Sponsor and/or Prime Recipient.				
	A negative report \square is / \square is not required.				
	Property Inventory Report; frequency, type, and submiss required by PTE Award:	ion instructions listed here	e and only to be	used when	
Ot	her Special Reporting Requirements: N/A				
	Statement of ☐ Below; or ☑ Attached as "Statement of Wor		ent 4" - 2 pages		
Budget Information (All amounts are in US Dollars)					
Indi	Indirect Cost (IDC) Rate Applied at N/A% on ☐ MTDC; ☐ SWB; Cost Sharing: ☐ No ☐ Yes [enter amount] Direct Costs: \$2,099,916.00 \$0.00 ☐ TDC; or ☐ Other No IC \$ Total Costs: \$2,099,916.00				
	☐ Check here if using the de minimis rate of 10%				
	Budget Details ☐ Below or ☑ Attached as "Budget Details Attachment to Attachment 4" – 1 page				

SACRAMENTO CITY USD – ICEECE SCOPE OF WORK TASKS

(July 1, 2024 – December 31, 2025)

The Sacramento State Innovation Center for Excellence in Early Childhood Education (ICEECE) aims to provide free professional development, technical assistance, and program evaluation to early childhood educators and caregivers, and create an early childhood education network to share best practices and improve education outcomes. This will involve partnering with the Sacramento City Unified School District (DISTRICT) to establish demonstration sites. At each demonstration site, model programming will be offered, and new early childhood education methods will be evaluated. Best practices developed at each demonstration site will be shared with member sites in the network.

Funds will also be used for demonstration site upgrades for best practices, demonstrations and collaborative activities as well as to increase the number of preschool students and families served. Additionally, the project aims to increase interest in ECE careers and will support students from the District and other educational entities with scholarships, access to professional development activities, and special advising.

In collaboration with Sac State's ICEECE, the DISTRICT's priorities, responsibilities, and tasks shall include the following:

	TASKS	TIMELINES, ETC.
1.	Assist with creating demonstration site framework.	Complete: Fall 2024
2.	Work with ICEECE to identify up to five demonstration ECE programs in SCUSD with interest in additional students and professional development for staff.	Complete: Fall 2024
3.	Identify programmatic focuses (via teacher survey, principal interview, etc.) for each site and develop and implement professional learning plan, including a Summer 2025 PD Institute – in collaboration with ICEECE.	By March 2025
4.	Use ICEECE resources to bolster, augment, enrich existing PK-3 alignment professional learning plan and any other identified professional learning for PK-3 and these sites (e.g., culture and climate, literacy and numeracy, MTSS, etc.).	

Statement of Work Attachment to Attachment 4

	TASKS	TIMELINES, ETC.	
5.	Complete demonstration site improvements and retrofits.	 Outdoor classrooms by December 2025 or before Plans finalized by April 2025 or earlier Materials procured by August 2025 or earlier 	
6.	Identify steps for increasing TK and PreK enrollment at one or more of the demonstration sites. Implement steps needed to ensure at least one new TK class is enrolled for the 2025-26 school year.	On-going	
7.	Develop Summer 2025 Summer Institute curriculum; recruit participants, offer institute – in collaboration with ICEECE.	By March 2025	
8.	Develop AY2025-26 professional learning programs for staff at demonstration sites – in collaboration with ICEECE.	By June 2025	
9.	Create process for demonstration site visitation days – in collaboration with ICEECE.	By December 2025	
10.	Assist ICEECE with designing and initiating recruitment, outreach, and advising materials for future ECE teachers, including parents at any site with goals related to ECE and high school students with ECE interests/experience.	By January 2025	
	Identify a core District team of leaders and staff (e.g., Assistant Superintendent for Early Childhood Education, ECE directors and/or coordinators) to collaborate in all aspects of supporting the demonstration sites.	By January 2025	
12.	Participate in regular meetings with ICEECE director and faculty fellows.	On going	

Budget Details Attachment to Attachment 4	Subaward Number: 540511A
Sacramento City Unified School District	
Subaward costs may include:	
Capital improvement costs (classroom & playground upgrades, etc.)	\$1,300,000
Stipends for demonstration site directors/principals	\$45,000
Professional development teacher stipends/incentive payments	\$499,916
Professional development event substitute costs	\$105,000
Professional development extension activities	\$50,000
Demonstration site material/supplies	<u>\$100,000</u>
Total SCUSD	\$2,099,916

Attachment 5 Prime Award and any additional documents The following pages include the Prime Award and/or any applicable additional documentation referenced throughout this Subaward. Not incorporating the NOA or any additional documentation to this Subaward.

The following attachments are hereby incorporated in this Subaward Agreement:

- 1. Prime Award: State of California Natural Resources Agency Grant Agreement to City of Sacramento, Agreement No. GF2130-0 (18 pages)
- 2. Prime Recipient's Subaward to University Enterprises, Inc., except Exhibit B (the Prime Award) and Exhibit C (the Procedural Guide for the FY 2021-22 General Fund Specified Development and Acquisition Grant Projects) thereto, which are attached separately (22 pages)
- 3. Procedural Guide for the FY 2021-22 General Fund Specified Development and Acquisition Grant Projects (36 pages)

10/13/2022

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY **GRANT AGREEMENT**

GRANTEE NAME: City of Sacramento

PROJECT TITLE: **Community Reinvestment Projects** 10/13/2022

Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021) **AUTHORITY:**

PROGRAM: **General Fund Specified Grant Projects**

AGREEMENT NUMBER: GF2130-0

25 years from date of project completion as evidenced by Project Certification Form **TERM OF LAND TENURE:**

PROJECT PERFORMANCE PERIOD IS: 7/12/2021 to 3/1/2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATEGRANT NOT TO EXCEED: \$13,050,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SACRAMENTO

STATE OF CALIFORNIA **NATURAL RESOURCES AGENCY**

Hector Barron By		By	Andrea Scharffer					
Hector Barron			Andrea Scharffer					
Title Assistant City Manager			Deputy Assistant Secretary for Bonds & Grants					
10/17/2022 Date			10/17/2022 Date					
CERTIFICATION OF FUNDING								
AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER		FUND					
\$13 050 000 00	GF2130-0		0001- General Fund					

AMOUNT OF ESTI FUNDING	MATE	AGREEMENT NUMBI	FUND						
\$13,050,000.00	0	GF2130-0	0001– General Fund						
ADJ. INCREASING ENCUMBRANCE	9		FI\$CAL PO NUMBER						
\$									
ADJ. DECREASING ENCUMBRANCE	3	FUNCTION							
\$	Local Assistance								
UNENCUMBERED	BALANCE	REF NUMBER	FUND	ENACTI YEAR	MENT	ACCOUNT NUMBER ALT ACCO		ACCOUNT	
\$		101	0001	2021		5432000		5432000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUC	TURE	SVC LOC	OC AGENCY USE		BUDGET PERIOD
0320	0540	0540GF21300	21133	05400	001	21133			2022

				encumbrance

10/21/2022 SIGNATURE OF ACCOUNTING OFFICER

Approved as to form by Jennifer Gore, City Attorney

10/17/2022

10/17/2022

Attested by Wendy Klock-Johnson, City Clerk

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY **GRANT AGREEMENT**

Grantee Name: City of Sacramento

Project Title: Community Reinvestment Projects

Agreement Number: GF2130-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Projects and programs to improve existing facilities, implement capital improvements, enhance community livability, improve public health and safety, and respond to the needs and interests of a diverse range of communities across the City and County of Sacramento.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset and program projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

- 1. As conditions precedent to the State's obligation to make funding available pursuant to this Agreement for Childcare Center/Services Project activities, Grantee shall provide evidence of the following:

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- a. Adequate Site Control/Land Tenure satisfactory to the State for all land included in Childcare Center/Services Project activities.
- b. A detailed scope of work and cost estimate to be incorporated herein as approved by the State as an Amendment to the Grant Agreement.
- 2. Notwithstanding the land tenure/site control requirements defined in Paragraph I.1 below, Project improvements shall be maintained as follows:
 - a. Sacramento City College Child Development Center shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
 - b. Sacramento City Unified School District improvements at Hiram Johnson High School shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
 - National Academic Youth Corps, Inc. improvements at Sojourner Truth African Heritage Museum shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of ten (10) years.

- d. Yes2Kollege Educational Resources, Inc. site improvements shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of ten (10) years and acquired vehicle shall be maintained for a minimum of eight (8) years.
- e. Our Daughters' Destiny Assistance Program acquired vehicle shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this Grant for a minimum of eight (8) years.
- f. City of Sacramento's improvements at Del Paso Regional Park shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- g. City of Sacramento's improvements at Winn Park shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- h. City of Sacramento's improvements at Granite Regional Park shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- City of Sacramento's improvements at Jack Rabbit Trail Crossing shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- j. City of Sacramento's improvements at McClatchy Park shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- k. City of Sacramento's improvements at Airport Park shall be maintained, operated, and used in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty (20) years.
- 3. For project property owned by Yes2Kollege Educational Resources, Inc., Grantee shall record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

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General Provisions

A. Definitions

- 1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).
- 2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
- 3. The term "Agreement" means this Grant Agreement.
- 4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
- 5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.
- 6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

- 7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
- 8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
- 9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
- 10. The term "Grantee" means an entity who has a signed agreement for grant funds.
- 11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
- 12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
- 13. The term "Payment Request Form" means Form RA212.
- 14. The term "Project" means the acquisition, development or program activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
- 15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
- 16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
- 17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
- 18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

- Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
- 2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
- 3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.

- 4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.
 - Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.
- 5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
- 6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
- 7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
- 8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
- 9. Grantee shall provide for public access and/or educational features where feasible.
- 10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.
- 11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.
- 12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

- 1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management, construction, development, and program costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of

Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- 3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
- 4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
- 5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- Grantee shall promptly provide project reports and/or photographs upon request by the State. In any
 event Grantee shall provide the State a report showing total final project expenditures with the final
 payment request and required closing documents.
- 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
- 3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
- 4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than <u>March 1, 2026.</u>

- 5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
- 6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

- 1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.
- 2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
- 3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- 4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
- 5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- 7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

- Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
- 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
- 3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Insurance

- 1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.
- 2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") **Commercial General Liability** coverage occurrence basis (Form CG 00 01 or comparable).
 - b. Automobile Liability coverage ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e., common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.
 - c. Workers Compensation and Employer's Liability Grantee shall maintain statutory worker's compensation for all its employees who will be engaged in the performance of this grant and employer's liability coverage with limits of \$1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.
 - d. Watercraft Liability: If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover

- liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.
- e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this grant.
- 3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:
 - a. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e., common carrier vehicle(s)): \$5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.
 - c. Worker's Compensation: As required by law with Employer's Liability of no less than \$1,000,000.
 - d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:
 - I. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - II. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
- 4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.
- 5. Required Provisions Concerning the State.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the State; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.
 - b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - I. The State, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the Grantee

- including materials, parts or equipment furnished in connection with such work or operations.
- II. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State, its officers, agents and employees, and not excess to any insurance or self-insurance of the State.
- III. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- 6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the State.
- 7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- 8. Contractors. The Grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000 is required in light of the nature of the project.
- 9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

- 1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
- 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- 3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

Use of Facilities/Vehicles

- 1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TWENTY-FIVE (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site or vehicles only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements or vehicles and render the project obsolete or impracticable to rebuild.
- Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.
- 3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

J. Nondiscrimination

- 1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
- 3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Drug-Free Workplace

The Grantee's signature on this Agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

 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 that will be taken against employees for violations of the prohibition.

- 2. Establishing a drug-free awareness program to inform employees about all of the following
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3. Requiring that each employee engaged in the performance of the grant be given a copy of the drugfree workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

L. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

M. Severability

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

N. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

O. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

P. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

- 1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
- 2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the

Agreement No. GF2130-0

Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

Q. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: City of Sacramento

Project Title: Community Reinvestment Projects

Agreement Number: GF2130-0

Project Scope:

Projects and programs to improve existing facilities, implement capital improvements, enhance community livability, improve public health and safety, and respond to the needs and interests of a diverse range of communities across the City and County of Sacramento.

Project elements funded by General Fund grant funds:

- 1. Sacramento City College: Child Development Center renovation at Sacramento City College
 - Redesign and renovate space for infant and toddler program
- 2. Sacramento City Unified School District: Education courses and renovations at Hiram Johnson High School (HJHS)
 - Renovate and purchase equipment for workshop space at HJHS for adult education and student classes
 - Provide adult workforce development course
 - ADA compliance improvements to golf learning facility at HJHS
- Capital Kids Education Services: Program services and student clubs at Robla School District elementary schools
 - Implement occupational therapist- and speech pathologist-designed afterschool and summer clubs to students at all elementary schools in Robla School District
- **4. Sacramento Girls on the Run:** Program services, scholarships, and stipends for afterschool program
 - Afterschool program for students
 - o Full scholarships for eligible program participants covering registration fees and supplies
 - Stipends for coaches
- 5. Gender Health Center: Programs for transgender and LGBTQ+ individuals
 - Virtual and in-person peer to peer services
 - Outreach to workplaces, public accommodations, schools, and social service/health facilities
 - Supplies and equipment to support program
- **6. 3 Point 0 Studio T Arts & Entertainment:** Virtual programs to promote youth workforce development and connection to Sacramento
 - Expand access to onsite and virtual dance classes and community engagement events
 - Program services for youth workforce development, including apprenticeships, educational/engagement campaigns, and business development skills classes
- 7. Sacramento Hispanic Chamber of Commerce: Program services for street vendor cart owners
 - o Training sessions to provide business planning support street vendor cart owners
 - Small business assistance stipends

EXHIBIT A

- 8. National Academic Youth Corps, Inc. (dba Sojourner Truth African Heritage Museum):
 Program services, stipends, and interior installation enhancements at Sojourner Truth African
 Heritage Museum
 - Senior/Youth Connect Program and Technology & Leadership Academy program services (program supplies and festival expenses including food, entertainment, permits, and rental)
 - Youth stipends and workforce development training
 - Expansion and enhancement of interior space (signage, kiosks, exhibition materials)
- 9. Sacramento Neighborhood Housing Services, Inc. (dba NeighborWorks Sacramento): Community Market support and fresh food boxes for Oak Park residents with mobility issues
 - Facilitation of Oak Park Community Market
 - Preparation of fresh food boxes and delivery to Oak Park homes for individuals with mobility issues
- **10. Grant Drum Line Music Association:** Program support and transportation assistance for Grant Drum Line Music Association
 - Support services and transportation for youth and chaperones in performances across multiple tour sites
- **11. Yes2Kollege Educational Resources, Inc.:** Site improvements, transportation support, and program supplies for the African American Women's Health Legacy and the Minority Health Professions Mentor Program
 - Building and yard improvements
 - o Program vehicle acquisition
 - Program supplies (technology equipment, office/outdoor supplies, furniture)
- **12. Our Daughters Destiny Assistance Program:** Program and transportation support and equipment for career development services
 - Program supplies (program materials, technology equipment)
 - Program vehicle acquisition and transportation funds for program participants
 - Career development programming
- **13. Pesticide Action Network North America:** Program support for International Garden of Many Colors to provide access to community gardening
 - o Provide support for residents' use of community garden plots
 - o Program supplies (garden tools/equipment, seeds, soil, etc.)
- 14. Alchemist CDC: Community Connections Program Services weekly fresh food box delivery
 - o Delivery of weekly fresh food boxes to food-insecure families in south Sacramento
- **15. Freedom Bound Center (dba Sol Collective):** Program services and supplies for Urban Roots Initiative to support residential and school gardens and youth mentorship and education
 - Expansion of program services for Project G.O.O.D (Growing Our Own Destiny)
 - Program supplies (gardening materials)
- 16. Childcare Center/Services: TBD
- 17. City of Sacramento:
 - a. **Del Paso Regional Park Softball Complex Lighting Project:** Relamp two fields to LED lights and add lighting controls for two softball fields
 - b. **Winn Park Tenant Building Improvement Project:** Renovation of facility (restrooms, offices, display spaces, and readiness for occupancy)
 - c. Granite Regional Park Playground Installation Project: Playground installation
 - d. Jack Rabbit Trail Crossing x Arena Blvd. Bike, Pedestrian & Safety Improvements Project: Reconstruct portion of median at Arena Blvd. for safer bike/pedestrian crossing

EXHIBIT A

- e. **McClatchy Park Baseball Field Improvements Project:** Scoreboard for field, complete loop walkway, replacement of asphalt walkway, aerate/fertilize fields
- f. **Airport Park Baseball Field Improvements Project:** Rehabilitation of T-ball field, including fence repairs, irrigation improvements, site furnishing improvements, aerate/fertilize fields
- g. **Two Rivers Trail Planning Project:** Planning project to connect Sutter's Landing Park to Sacramento Northern Bikeway Trail with multi-use trail connection to the River District utilizing City owned parcels

The following project locations are publicly accessible:

- Sacramento City College: 3835 Freeport Boulevard, Sacramento, CA 95822
- Sojourner Truth African Heritage Museum: 2251 Florin Road #126, Sacramento, CA 95822
- Del Paso Regional Park: 3565 Auburn Boulevard, Sacramento, CA 95821
- Winn Park: 1616 28th Street, Sacramento, CA 95816
- Granite Regional Park: 8200 Ramona Avenue, CA 95812
- Jack Rabbit Trail Crossing: Arena Boulevard, between Truxel Road and Gateway Park Boulevard, Sacramento CA 95834

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	July 2021
Begin program/project services	July 2021
Begin construction	October 2022
Complete construction/program activities	December 2025
Submit Project Closeout package with final Payment Request to State	February 2026

Cost Estimate: See Exhibit A-1

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

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Exhibit A-1: Cost Estimate City of Sacramento Community Reinvestment Projects GF2130-0

	Project Elements		Total Cost*	(General Fund Grant
1	Sacramento City College	\$	1,000,000.00	\$	1,000,000.00
	Child Development Center renovation Sacramento City Unified School District				
2	Education courses and renovations at Hiram Johnson High School	\$	1,000,000.00	\$	1,000,000.00
3	Capital Kids Education Services Program services and student clubs at Robla School District elementary schools	\$	500,000.00	\$	500,000.00
	Sacramento Girls on the Run		100 000 00		400,000,00
4	Program services, scholarships & stipends for afterschool program	\$	100,000.00	\$	100,000.00
5	Gender Health Center Programs for transgender and LGBTQ+ individuals	\$	250,000.00	\$	250,000.00
6	3 Point 0 - Studio T Arts & Entertainment	\$	500,000.00	\$	500,000.00
	Virtual programs to promote youth workforce development and connection to Sacramento Sacramento Hispanic Chamber of Commerce				
7	Program services for street vendor cart owners	\$	150,000.00	\$	150,000.00
8	National Academic Youth Corps, Inc. (dba Sojourner Truth African Heritage Museum)	\$	125,000.00	\$	125,000.00
	Program services, stipends & interior installation enhancements	,			
9	Sacramento Neighborhood Housing Services, Inc. (dba NeighborWorks Sacramento)	\$	250,000.00	\$	250,000.00
	Community Market support and fresh food boxes				
10	Grant Drum Line Music Association	\$	75,000.00	\$	75,000.00
	Program support and transportation Yes2Kollege Educational Resources, Inc.				
11	Site improvements, transportation support & program supplies	\$	150,000.00	\$	150,000.00
	Our Daughters' Destiny Assistance Program				
12	" , " "			\$	70,000.00
	Pesticide Action Network North America	_		_	
13	International Garden of Many Colors program support to provide access to community gardening	\$	50,000.00	\$	50,000.00
14	Alchemist CDC	\$	50,000.00	\$	50,000.00
17	Community Connections Program Services weekly fresh food box delivery	\$ 50,000.00		7	30,000.00
15	Freedom Bound Center (dba Sol Collective)	\$	50,000.00	\$	50,000.00
	Program services and supplies for Urban Roots Initiative Childcare Center/Services				
16	TBD	\$	4,280,000.00	\$	4,280,000.00
	TOTAL	\$	8,600,000.00	\$	8,600,000.00
17	City of Sacramento				
17.1	Del Paso Regional Park - Softball Complex Lighting Project				
17.1a	Design and engineering	\$	68,375.00	\$	68,375.00
17.1b	Site preparation, installation of LED field lighting, and lighting controls	\$	273,500.00	\$	273,500.00
17.1c	Contingency	\$	8,125.00	\$	8,125.00
	PROJECT SUBTOTAL	\$	350,000.00	\$	350,000.00
17.2	Winn Park - Tenant Building Improvement Project				
17.2a	Architectural fees & engineering	\$	94,000.00	\$	94,000.00
17.2b	Equipment, Contracts/Construction	\$	706,745.00	\$	706,745.00
17.2c	Indirect	\$	120,112.00	\$	120,112.00
17.2d	Contingency	\$	79,143.00	\$	79,143.00
	PROJECT SUBTOTAL	\$	1,000,000.00	\$	1,000,000.00
17.3	Granite Regional Park - Playground Installation Project				
17.3a	Design and engineering	\$	66,150.00	\$	66,150.00
17.3b	Site preparation, construction of play equipment, base, and rec amenitites	\$	283,850.00	\$	283,850.00
	PROJECT SUBTOTAL	\$	350,000.00	\$	350,000.00

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Exhibit A-1: Cost Estimate City of Sacramento Community Reinvestment Projects

GF2130-0

17.4	Jack Rabbit Trail Crossing x Arena Blvd - Bike, Pedestrian & Safety Improvements Project		
17.4a	Plans, specifications, and estimate	\$ 75,000.00	\$ 75,000.00
17.4b	Construction	\$ 125,000.00	\$ 125,000.00
	PROJECT SUBTOTAL	\$ 200,000.00	\$ 200,000.00
17.5	McClatchy Park - Baseball Field Improvements Project		
17.5a	Design and engineering	\$ 53,688.00	\$ 53,688.00
17.5b	Site preparation, field rehabilitation, and rec amenities	\$ 214,750.00	\$ 214,750.00
17.5c	Contingency	\$ 6,562.00	\$ 6,562.00
	PROJECT SUBTOTAL	\$ 275,000.00	\$ 275,000.00
17.6	Airport Park - Baseball Field Improvements Project		
17.6a	Design and engineering	\$ 54,094.00	\$ 54,094.00
17.6b	Site preparation, field rehabilitation, and rec amenities	\$ 216,375.00	\$ 216,375.00
17.6c	Contingency	\$ 4,531.00	\$ 4,531.00
	PROJECT SUBTOTAL	\$ 275,000.00	\$ 275,000.00
17.7	Two Rivers Trail Planning Project		
17.7a	Preliminary engineering and environmental clearance	\$ 1,000,000.00	\$ 1,000,000.00
17.7b	Plans, specifications, and estimate	\$ 1,000,000.00	\$ 1,000,000.00
	PROJECT SUBTOTAL	\$ 2,000,000.00	\$ 2,000,000.00
	TOTAL	\$ 4,450,000.00	\$ 4,450,000.00
	PROJECT TOTAL	\$ 13,050,000.00	\$ 13,050,000.00

^{*}All project expenditure documentation should be available for audit whether paid with grant funds or other funds.

^{**}Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In-service payroll may not include a "billable rate" or administrative cost allocation.



CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General information (Required)		
Original Contract # (supplements of	nly):	Supplement/Addendum #:
Assessor's Parcel Number(s):		
Contract Effective Date: 10/01/20	<u>2</u> 3	Contract Expiration Date (if applicable):12/31/2025
\$ Amount (Not to Exceed): 42800	00	Adjusted \$ Amount (+/-):
Other Party: University Enterprise	es, Incorporated for	California State University, Sacramento
Project Title: CRF 2021- Sacram	iento State Center	for Excellence for Early Childhood Education
Project #:		Bid/RFQ/RFP #: N/A
City Council Approval: YES	if YES, Council Fil	le ID#: 2024-01037
Contract Processing Contacts		
Department: Youth, Parks and C	ommunity Enrichme	en Project Manager: <u>Jessica McCabe</u>
Contract Coordinator: Jessica Mo	Cabe	Email: jmccabe@cityofsacramento.org
Department Review and Routing		
Accounting:	rsica McCabe)	<u> </u>
)	(Date)
Supervisor:		
(Signature		(Date)
Division Manager: (Signature	, 	(Date)
Other:	<u>'</u>	
(Signature)	(Date)
Special Instruction/Comments (i	.e. recording reques	ted, other agency signatures required, etc.)
Recording Requ		Other Party Signature Required
Recording Requ	cstcu 🔻	other rarty signature required
FOR CLERK & IT DE	PARTMENTS ONLY	– DO NOT WRITE BELOW THIS LINE

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education

Department: Youth, Parks, and Community Enrichment (YPCE)

CALIFORNIA NATURAL RESOURCES AGENCY GRANTS GRANT SUBAWARD AGREEMENT

This Grant Subaward Agreement ("Agreement"), dated <u>October 1, 2023</u> for reference purposes only, is between the <u>CITY OF SACRAMENTO</u>, a municipal corporation, ("City") and <u>University Enterprises</u>, <u>Incorporated</u>, a California nonprofit public benefit corporation, organized and operating as an auxiliary organization pursuant to California Education Code Sections 89900, et seq., and Title 5 of the California Code of Regulations, Sections 42400, et seq., and doing business as <u>Sacramento State Sponsored Research</u>, ("Subrecipient"), which are collectively referred to as "Parties."

I. Background

- A. State Grants The Budget Act of FY 2021-22 (SB 170) established the General Fund Specified Grant Projects within the State of California Natural Resources Agency ("State"), which included funding allocations obtained by Assembly Member McCarty for the City of Sacramento referred to as the Lower American River Parkway Public Access Improvements ("Parkway Projects") and Community Reinvestment Projects ("Community Projects").
- B. Parkway Projects The State funding for the Parkway Projects, in the total amount of \$10,000,000 (the "Parkway Grant"), is targeted to fund certain projects to improve access to the Lower American River Parkway.
- C. Community Projects The State funding for the Community Projects, in the total amount of \$13,050,000 (the "Community Grant"), is targeted to fund a variety of capital improvement projects and programs by other government agencies and non-profit corporations.
- D. State Grant Guidelines The State has issued a Procedural Guide for the FY 2021-22 General Fund Specified Development and Acquisition Grant Projects (the "Guide"), which apply to the State Grant projects and grant recipients. This Agreement includes restrictions and obligations included in the Guide which are applicable to Subrecipient. City is the "Grantee" for the Parkway Grant and Community Grant and has entered into the applicable State Grant Agreements. City has allocated a portion of the Parkway Grant and/or the Community Grant to Subrecipient based on the State Grant's list of projects. This Agreement also includes provisions from the State Grant Agreement which are applicable to Subrecipient.

II. Agreement

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education

Department: Youth, Parks, and Community Enrichment (YPCE)

City and Subrecipient enter into this Agreement for the purpose of establishing each party's rights and obligations with regard to the disbursement and expenditure of the State Grant for Subrecipient's Project (defined below) as follows:

- A. State Grant Agreement. This Agreement is subject to the terms and conditions set forth in the State Grant Agreement between the State and the City and the Guide, which are incorporated into this Agreement by this reference. If any terms and conditions of this Agreement conflict with any terms and conditions of the State Grant Agreement, the terms of the State Grant Agreement shall prevail. Copies of the State Grant Agreement and the Guide have been provided to Subrecipient prior to execution of this Agreement, and are attached hereto as Exhibits B and C. Subrecipient has entered into this Agreement based on its knowledge and acceptance of the terms and conditions set forth in the State Grant Agreement and the Guide.
- **B. Term.** This Term of this Agreement commences <u>October 1, 2023</u> (the "Effective Date"), which is a date that is not earlier than the date of the State Grant Agreement, and expires on <u>December 31, 2025</u> (the "Expiration Date"), subject to early termination as provided in Sections II(C)(13) and II(I).
- C. Project Scope and Grant Funds Disbursement.
 - 1. Project Funding Subrecipient has been awarded a portion of the State Grant for the California State University, Sacramento Innovation Center for Early Childhood Education Project (the "Project") in the amount of \$ 4,280,000 (the "Grant Funds") in accordance with Subrecipient's proposal to undertake the Project as described in Exhibit A (the "Scope of Work and Budget"). The Grant Funds amount is subject to reduction if the State does not fully pay City the total amount of the State Grant allocated for the Project, in which case the Parties will refine the Scope of Work and Budget set forth in Exhibit A to reflect the reduction in Grant Funds.

Any deviation from the Scope of Work must be submitted to the City in writing for prior approval.

- 2. Project Cost Subrecipient certifies that if additional funds are needed to complete the Scope of Work that Subrecipient either holds such funds, has been allocated the additional funding from other sources, has made arrangements for volunteer labor and donated materials, or otherwise has the financial capacity to undertake and complete the Project as set forth in Exhibit A.
- 3. <u>Site Control</u> Subrecipient certifies that if Subrecipient does not own the property or properties where the Project is to be implemented, Subrecipient certifies that Subrecipient has the ability to obtain the necessary approvals, right of entry permits, or licenses required by the owner(s) of the property to

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allow Subrecipient to undertake the Project in accordance with the Schedule set forth in **Exhibit A**.

- (a) Access Subrecipient shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request.
- (b) Use of Facilities/Vehicles Subrecipient shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant as described in **Exhibit A**. The Subrecipient shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property for the term set forth in the State Grant Agreement and/or **Exhibit A**.

If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Subrecipient shall reimburse the State the amount of the Grant.

4. <u>Permits</u> - Subrecipient understands that it must obtain all permits and approvals required to undertake the Project prior to commencement of any construction work. The regulatory agencies may include, without limitation, the American River Flood Control District, Central Valley Flood Protection Board, California Department of Fish and Wildlife, State Lands Commission, US Army Corps of Engineers, and US Fish and Wildlife Service.

Also, as applicable, a City or County grading permit and building permit may be required if the Project is a capital improvement project.

- 5. Reimbursement of Prior Expenditures The Guide state that: "Expenditure made prior to the effective date of the appropriation will not be reimbursed." SB 107 was enacted on July 12, 2021. Therefore, any Project expenditures made prior to that date are not eligible for reimbursement.
- 6. Eligible Subrecipient Costs Subrecipient understands that the State will fund only direct project-related expenses and indirect expenses that can be directly tied to the Project. Subrecipient must be able to document the appropriateness of the overhead expenses; it is the responsibility of Subrecipient to maintain appropriate records for all overhead expenses and be able to provide those records in event of an audit. Overhead expenses are subject to State approval and a 15% limit.
- 7. <u>Required Contractor Documents</u> For verification of Subrecipient's contractor payments, the State requires copies of cancelled checks, bank statements verifying electronic fund transfers, contractor invoices that are stamped "paid," or credit card statements.

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8. Payment Schedule - Subrecipient certifies that it has sufficient funding (i.e., cash flow) to make payment to its employees and contractors to pay for work completed for the Project prior to receipt of Grant Funds. Subrecipient understands that the State releases the Grant Funds typically six to eight weeks after receipt of an invoice, and will only pay 90% of the invoice until the Project is completed. State withholds 10% from each invoice and releases this retention once the Project is completed with submittal of a final invoice.

- (a) Advancement of Funds If Grant Funds are advanced, the Subrecipient shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period, whichever is earlier.
- **9.** Invoices City will disburse to Subrecipient the Grant Funds based on invoices which set forth:
 - (a) Actual costs incurred which have been paid by Subrecipient prior to the submission of the invoice to City.
 - (b) The planned allocation of the remaining Grant Funds to each task in accordance with the Budget as set forth in **Exhibit A**. Subrecipient may not submit invoices for disbursements more frequently than once a month. City will forward Subrecipient's invoice to the State to make payment.
 - (c) Invoices and all attachments must be submitted via email to Jessica McCabe, Program Specialist for review and approval:
 - a. Email: jmccabe@cityofsacramento.org
 - (d) All invoices must contain the following information:
 - a. Project Name
 - b. City's current Purchase Order Number
 - c. Subrecipient Invoice Number
 - d. Date of Invoice Issuance
 - e. City Representative identified on the Purchase Order
 - f. Subrecipient's remit address
 - g. Itemized description of items billed under invoice, including reimbursable expenses, applicable taxes, and fees
 - h. Total Billed to Date under Subaward Agreement

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City will issue a check to Subrecipient within 30 days after receipt of the invoice. The final invoice after completion of construction of the Project is due no later than January 31, 2026.

- 10. Payment Delays Any Grant Funds invoice that is submitted without the required itemization and documentation will not be accepted. If the invoice is incomplete, inaccurate, or the required documents are not submitted with the invoice, City will inform Subrecipient and withhold submittal of the payment request to the State until all required information is received or corrected. Any penalties imposed on the Subrecipient by a contractor, or other financial consequence, because of delay in payment of Grant Funds is not reimbursable under this Agreement. No reimbursement shall be owed for services provided or costs incurred after the Expiration Date.
- 11. Budget Adjustment Subrecipient shall not adjust any line item expenditure in the Budget in Exhibit A by more than 10% without the prior written approval of the City Representative listed in Section II(J). Subrecipient may submit requests for line item adjustments in accordance with the notice procedures in Section II(J).
- 12. Grant Disbursement Not more than 90% of the Grant Funds may be disbursed before Subrecipient completes all of the tasks by the Schedule set forth in Exhibit A. Upon receipt of a final invoice after the Project is completed and receipt of the Final Report required under the State Grant, the remaining 10% retention will be released by the State and paid to Subrecipient by City.

Final payment is contingent upon State verification that the Project is consistent with the Scope of Work described in **Exhibit A** (together with any approved amendments).

- 13. Stop Work Order The State has reserved the right to terminate the State Grant for any reason at any time. If the State takes such action, City will notify Subrecipient that all Project work is to cease. Once a notice of State Grant termination is provided by City to the Subrecipient, only authorized and eligible costs incurred prior to the effective date of termination will be paid to Subrecipient by City after receipt of the State Grant funds.
- **14.** Withheld Payments Grant Fund disbursements may be withheld by City at any time if the Subrecipient fails to timely and fully perform the Project as set forth in **Exhibit A** without a written justification approved by the City Representative listed in II(J).
- **D. Submittals.** The State requires submittal of various documents regarding the Project during the Term of this Agreement. If the Project is a capital improvement project, the State requires documentation of site control, preliminary work to scope the Project, CEQA clearance for the Project, design plans and specifications,

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evidence of contractor bonds and insurance, and construction inspection and progress reports. Payment of the Grant Funds may be delayed if the required documents are not timely submitted to and approved by the State. If the Scope of Work, Schedule and/or changes based on the State's review of the required documentation, then **Exhibit A** shall be revised and this Agreement amended to update that exhibit.

E. Reports. During the term of this Agreement, at City's or State's request, Subrecipient shall provide City with reports as required under the State Grant Agreement and the Guide that provide progress reports, photographs and other information related to the Project using the forms included in the Guide and the forms provided by City. Subrecipient shall attach to each report a certification that the Grant Funds received under this Agreement were used only for authorized Project Scope of Work as set forth in **Exhibit A**.

Subrecipient shall submit a final report once the Project is completed, which is required by the State before release of the final Grant Fund payment. This **Section E** will survive the expiration or termination of this Agreement.

- **F. Accounting.** Subrecipient shall keep appropriate books, records and accounts in connection with the Grant Funds received and the expenditures for Project under this Agreement in accordance with generally accepted accounting practices. Subrecipient shall provide access to Subrecipient's books, records and accounts for inspection and audit by City and/or by the State for a three year period after final payment of the Grant Funds and one year following any audit. At City's election, the City Accounting Manager or his agent, at all reasonable times, may audit Subrecipient's books, records and accounts to determine whether the Subrecipient has complied with the terms of this Agreement and the State Grant Agreement. This Section 5 will survive the expiration or termination of this Agreement.
 - If the City Accounting Manager or the State determines that the Grant Funds were expended by Subrecipient for unauthorized uses, upon receipt of the written demand issued by City which details the unauthorized expenditures, Subrecipient shall reimburse City for the amount of the unauthorized expenditures.

Reimbursement shall be made by check payable to the City and delivered to the City Representative at the address set forth in **Section II(J)** within **30 days** from the date of the demand for repayment. This **Section II(F)** will survive the expiration or termination of this Agreement.

G. Public Works Projects. If Subrecipient's Project is a capital improvement project, it is considered to be a "public works project" under state law. As a result, the following provisions, among other applicable laws and regulations, are required to be met.

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1. Project Plans - Subrecipient shall arrange for the preparation of the design plans and technical specifications (the "Project Plans") for construction of the Project. The Project Plans shall include all of the Scope of Work improvements described in **Exhibit A** and be submitted to City for approval prior to the start of construction. For a Project located on City property, Subrecipient covenants that the Project Plans will be designed and prepared in compliance with the City's Standard Specifications.

The City agrees to use its best efforts and due diligence to review, provide comments regarding any necessary corrections, and approve the Project Plans in a prompt and timely manner. The City's approval shall not be unreasonably withheld or conditioned. Subrecipient must obtain written approval of the Project Plans by SMUD, PG&E and all other appropriate public entities or utility companies which will own, operate and/or maintain any portion of the utility improvements that are to be installed as part of the Project. Subrecipient covenants that the Project Plans will be designed and prepared in accordance with the applicable utility company requirements.

Subrecipient shall cause all contracts relating to preparation of the Project Plans to require the design and engineering consultants to, to the fullest extent allowed by law, indemnify, defend and hold harmless City, State, and their officers, employees and agents from and against any and all Claims (as defined in **Section II(K)** arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions of such professional in connection with the design of the Project Plans by said consultant, or any other person or entity employed by or acting as the authorized agent for said consultant. The aforesaid indemnity and hold harmless agreement shall not be limited or waived in any way based upon the fact that City and State have approved the Project Plans, or have inspected or failed to inspect construction of the Project.

2. Bid Documents and Contract Award - After City, and if applicable State, have given its written approval of the Project Plans, Subrecipient shall prepare the bid document that includes the approved construction plans and specifications for the Project, and shall provide City with an updated construction cost estimate and construction schedule. The bid documents shall include the requirement to post payment and performance bonds for 100% of the contract amount, maintain a minimum of \$1 million in commercial general liability insurance which names the City and State as additional insureds, maintain a minimum of \$1 million auto liability insurance, and maintain workers compensation insurance which includes a waiver of subrogation of the City if the Project is located on City property.

Subrecipient shall publicly solicit bids by posting the bid document in accordance with Subrecipient's bid procedures and award the construction

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contract to the responsible and responsive bidder offering the lowest bid price. If the bid price exceeds the construction cost estimate, Subrecipient shall submit an updated Budget and identify any other sources of funds to be allocated to the Project if the updated total Budget amount will exceed the amount of the Grant Funds.

The bid documents shall include an obligation that the contractor warrants that the Project improvements will be free from any defects in materials and workmanship for a period of one (1) year following the date of final acceptance. The contractor's warranty may only exclude damages or defects caused by: (i) ordinary wear and tear of the Project improvements under normal usage, (ii) abuse or neglect by other persons, (iii) vandalism and acts of God, and (iv) City employees and agents.

3. Prevailing Wages - Pursuant to Labor Code Section 1773, Subrecipient shall require its contractor and subcontractors to pay their construction workers not less than the general prevailing rate of wages for such workers' craft or trade, as determined by the Director of the Department of Industrial Relations (DIR) at the time that Subrecipient issues the solicitation for bids for the Project. In accordance with state laws and DIR's regulations, at a minimum these requirements include that the contractor and all of its subcontractors must be certified with the DIR, the Project is registered with DIR, daily reports describe the work performed, workers have been interviewed to ensure proper classification, verification of fringe benefit and if applicable overtime payments occurs, apprentices were requested, and training fund payment is made. Subrecipient is responsible for ensuring that its contractor and subcontractors comply with this state law and the applicable DIR regulations.

Sacramento Regional Conservation Corps (SRCC) is certified as an apprenticeship program and is exempt from prevailing wages. SRCC's exemption from prevailing wage is defined in Labor Code Section 1720.4 as work performed by volunteers, volunteer coordinators, or conservation corps members.

- 4. Commencement and Completion of Construction Subrecipient shall require its contractor to commence construction of the Project no later than three (3) months after contract award, unless an extension is approved by the City and if applicable the State, and thereafter shall insure that the contractor diligently works to complete construction of the Project in a timely and efficient manner on or before the contract completion date.
- Inspection Subrecipient shall at all times allow City and State representatives to inspect the property and the Project construction during the Term of this Agreement.

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6. Notice of Completion — Upon completion of construction, Subrecipient shall record a Notice of Completion with the County Recorder and address any claims by laborers and subcontractors for payments owed by the contractor.

H. Non-Discrimination. Subrecipient shall not unlawfully discriminate, harass, or allow harassment of any employee of Subrecipient, any employee of Subrecipient's contractors, or any member of the public receiving the Project's services because of sex which includes gender identity and gender expression, race, color, religion or religious creed, ancestry, national origin, disability (mental and physical) including HIV and AIDS, medical condition (including cancer/genetic characteristics), genetic information, marital status, sexual orientation, citizenship, primary language, immigration status, or any other legally protected characteristic.

Unlawful discrimination includes denial of family and medical care leave, pregnancy disability leave, or reasonable accommodation. Subrecipient and its contractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment, are free from such discrimination and harassment.

Subrecipient and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)—(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Subrecipient shall include this nondiscrimination and compliance provisions of this **Section II(H)** in all contracts to perform work for the Project under this Agreement.

- **I. Termination.** City may terminate this Agreement prior to the Expiration Date set forth in **Section II(B)**, if the City Manager, or his designee, determines that any of the following circumstances has occurred:
 - 1. The State terminates the State Grant Agreement.
 - 2. Subrecipient has improperly used the Grant Funds or violated any local, state, or federal law or policy which affects the performance of this Agreement.
 - 3. Subrecipient has failed to submit properly itemized invoices, progress reports and other required documents on time and in proper form.
 - 4. Subrecipient has made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement.

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5. There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect Subrecipient's ability to implement the Project.

- 6. Subrecipient has failed to perform, or has performed unsatisfactorily, any term of this Agreement.
- 7. City has disbursed all of the Grant Funds and Subrecipient has completed the Project and submitted the progress and final reports, so there are no further obligations by any Party under this Agreement.

If City terminates this Agreement for cause prior, Subrecipient shall take all reasonable measures to prevent further costs under this Agreement.

J. Notices. Any notice, request, report, or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this **Section II(J)** to the persons identified below or their successors.

A mailed notice, application, request, report, or demand will be effective on the second calendar day from the date it is deposited in the United States Mail addressed as set forth below with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered.

The City representative for this Subaward Agreement is:

Jessica McCabe, Program Specialist
City of Sacramento
Department of Youth, Parks, & Community Enrichment Department (YPCE)
915 I Street, 3rd floor
Sacramento CA 95814
Phone: (916) 808-6316

Email: imccabe@cityofsacramento.org

The Subrecipient representative for this Subaward Agreement is:

Monica F. Kauppinen, Director, Sponsored Programs Administration Sacramento State Sponsored Research 6000 J Street, Hornet Bookstore Suite 3400 MS6111 Sacramento, CA 95819-2605

Phone: (916) 278-7380 Email: <u>mkauppi@csus.edu</u>

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Any party may change its address for these purposes by giving written notice of the change to the other parties in the manner provided in this **Section II(J)**.

K. Indemnity. Subrecipient shall defend, hold harmless, and indemnify City, State and their respective officers, employees, and agents from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description (collectively "Claims"), including, but not limited to, (1) development, construction, operation or maintenance of the property where the Project is located, which Claims arise under Government Code Section 895.2 or otherwise, and (2) any costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision, (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to Subrecipient's performance or failure to perform under this Agreement, whether or not such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, State, and their respective officers, employees, and agents. The provisions of this **Section II(K)** will survive the expiration or termination of this Agreement.

Nothing in this Agreement shall be construed as a waiver by City of any immunity or defense it may have relating to any such Claim, including, without limitation, immunity or defenses relating to design review and construction inspection. With respect to the performance or failure to perform of the Subrecipient's agents, Subrecipient's indemnity obligation shall be limited to the performance or failure to perform by Subrecipient's authorized agents acting within the course and scope of such agency.

- **L. Insurance.** During the term of this Agreement, Subrecipient shall maintain at its sole expense insurance coverage as follows:
 - 1. Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Subrecipient, products and completed operations of Subrecipient, and premises owned, leased, or used by Subrecipient, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy.
 - 2. Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).

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3. Automobile Liability Insurance providing limits of not less than \$1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e., common carrier vehicle(s)): \$5,000,000 per vehicle or such lower limits as are allowed by the California Public Utilities Commission General Order.

- 4. Any deductibles or self-insured retentions must be declared to and approved by the City and State.
- 5. Subrecipient shall grant to the City, State, and their respective officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of Subrecipient may acquire. Subrecipient agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Subrecipient has received a waiver of subrogation endorsement from the insurer.
- 6. The Commercial General Liability policy and Auto Liability policy must contain, or be endorsed to contain, the following provisions:
 - (a) The City, State, and their respective officers, employees, and agents must be covered by policy terms or endorsement as additional insureds.
 - (b) Subrecipient's insurance coverage is primary insurance. Any insurance or self insurance maintained by the City, State and their officers, employees, and agents is in excess of Subrecipient's insurance and does not contribute with it.
 - (c) The City must be provided with 30 days' written notice of cancellation or material change in the policy language or terms.

Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by City in writing prior to execution of this Agreement.

- 7. Subrecipient shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements must be forwarded to the City Representative named in Section II(J). Copies of policies must be delivered to City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- 8. For all insurance policy renewals during the term of this Agreement, Subrecipient shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

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c/o EXIGIS LLC P.O. Box 947 Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:

certificates-sacramento@riskworks.com

- 9. The City may withhold payments to Subrecipient or terminate the Agreement if the insurance is canceled or is not renewed as required by this **Section II(L)**.
- 10. For any claims related to this Agreement, Subrecipient's insurance coverage shall be primary with respect to the City, the State, and their respective officers, agents and employees, and not excess to any insurance or self-insurance of the City or State. The limits of additional insured coverage shall equal the limits of the named insured coverage, regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.
- 11. Subrecipient's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by Subrecipient in connection with this Agreement.
- 12. Subrecipient shall require any contractor or subcontractor to provide and maintain coverage consistent with the requirements of this **Section II(L)**. Any professional contractor shall provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000. Errors and omissions liability insurance shall be maintained from the effective date of Subrecipient's subcontract through two calendar years after the Expiration Date.
- M. Conflicts of Interest. During the term of this Agreement, Subrecipient, its officers, directors, employees, and agents shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of City and State, or that in any way hinders Subrecipient's performance of its obligations under this Agreement.
- N. Compliance with Laws. Subrecipient certifies that the services to be provided to implement the Project will comply with all current applicable laws and regulations, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws.
- O. Repayment. If Subrecipient fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement, Subrecipient shall be liable for immediate repayment to the City any amounts disbursed under this Agreement, plus accrued interest and any further costs related to the project.

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P. Miscellaneous.

1. Assignment. Subrecipient may not assign or otherwise transfer this Agreement or any interest in it without City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this Section 15(a) is void.

- Successors and Assigns. This Agreement binds and inures to the benefit of the successors and assigns of the parties. This **Section II(P)(2)** does not constitute the City's consent to any assignment of this Agreement or any interest in this Agreement.
- 3. Independent Contractors. Subrecipient may assign employees and volunteers or contract with third parties to perform the services at its exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of Subrecipient, and they shall not be entitled to any benefits payable to employees of City.
- 4. No Joint Venture. It is understood and agreed that each party is an independent person, entity or government agency and that this Agreement shall not create a relationship between City and Subrecipient of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent.
- 5. Interpretation and Exhibits. This Agreement is to be interpreted and applied in in accordance with California law. **Exhibit A** is attached and incorporated into this Agreement by this reference.
- 6. Waiver of Breach. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- 7. Severability. If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- 8. Counterparts. The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.

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Contract #

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9. *Time of Essence*. Time is of the essence in performing this Agreement.

- 10. Integration and Modification. This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations written, oral, express, or implied and may be modified only by another written agreement signed by both parties.
- 11. Authority. Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.
- 12. Drug-free Workplace. Subrecipient certifies that it provides a drug-free workplace in accordance with Government Code Section 8355 (Drug-Free Workplace Act of 1900) and the terms of the State Grant Agreement.
- 13. Disputes. In the event of a dispute with the City or the State, Subrecipient shall first attempt to resolve the issue informally with the City. If the issue cannot be resolved informally, Subrecipient shall submit a grievance report with City in compliance with the State Grant Agreement.

[signature page follows]

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IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first stated above.

City of Sacramento

By:

Assistant City Manager

For: Ryan Moore

Approved as to Form:

Senior Deputy City Attorney

Attest: wholwow By:

Assistant City Clerk

Subrecipient

By: Morrica Hauppiner

Name: Monica F. Kauppinen

Title: Director, Sponsored Programs Administration

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Exhibit A

SCOPE OF WORK AND BUDGET

The Sacramento State Innovation Center for Early Childhood Education (ICECE) will be able to provide free professional development, technical assistance, and program evaluation to early childhood educators and caregivers, and will create an early childhood education network to share best practices and improve education outcomes. Sacramento State ICECE will be established on Sacramento State's Campus.

This will involve partnering with pre-school facilities across Sacramento, including independently operated sites, those run by the Sacramento City Unified School District (DISTRICT), and the on- campus Associated Students Incorporated (ASI) Children's Center. At each demonstration site, model programming will be offered, and new early childhood education methods will be evaluated. Best practices developed at each demonstration site will be shared with member sites in the network.

Funds will also be used for minor upgrades to existing classroom space for best practices, demonstrations and collaborative activities as well as to increase the number of preschool students and families served.

Subrecipient priorities, responsibilities, and tasks shall include the following:

- 1. Hire IC Early Childhood Education (ICECE) Director.
- Identify up to five (5) to be determined Early Childhood Education (ECE) sites, which shall include professional staff development, program development, and site improvements/retrofits. Sites will be selected using criteria related to quality of programs being implemented, staff interest, and site capacity.
- Identify which sites will include improvements, retrofits, or renovations. Provide
 City with updated budgets and itemized list of improvements, retrofits, or
 renovations.
- 4. Work with Sac State Scholarship office to establish scholarship and application processes and protocols to be implemented upon award of the Phase 2 funding.
- 5. Conduct survey of ECE educators at the sites for professional development needs and interest.
- 6. Complete demonstration site improvements and retrofits.
- 7. Identify ICECE Faculty Fellows.

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education Department: Youth, Parks, and Community Enrichment (YPCE)

- 8. Prepare professional learning offerings received from survey responses.
- 9. Conduct survey of parents associated with demonstration sites to determine educational and professional goals.
- 10. Design and initiate recruitment, outreach, and advising materials for future ECE teachers, including parents at sites with goals related to ECE.
- 11. Design and initiate recruitment and outreach materials for current ECE teachers interested in additional education and certification.
- 12. Implement professional learning programs for staff at demonstration sites.
- 13. Develop and offer professional learning networking activities, hosted by sites with support from ICECE.
- 14. Enroll new ECE students at each site.
- 15. Provide regular quarterly reports to the City; the report form will be provided by the City per state requirements.

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education

Department: Youth, Parks, and Community Enrichment (YPCE)

CEQA Guidelines Section 15378 (a). The program services provided by this Subaward Agreement will be located at existing facilities and there is no reasonably foreseeable potential for an indirect physical change to the environment to occur from these activities. The anticipated improvements are exempt from environmental review under CEQA Guidelines sections 15301 Existing Facilities, 15303 New Construction of Small Structures, and 15304 Minor Alterations to Land.

Prevailing Wages:

This Agreement is subject to the provisions of the California Labor Code which requires that the DISTRICT require its contractors to pay its laborers not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (DIR) pursuant to California Labor Code section 1773, for:

- A. Construction work in an amount exceeding \$25,000; or
- B. Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

Some of the projects listed above meet these monetary thresholds. For those projects, DISTRICT shall require its contractors to be registered with DIR, submit verification of labor compliance, and make payment into the apprenticeship fund as required under state law and DIR regulations.

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education

Department: Youth, Parks, and Community Enrichment (YPCE)

Budget

PHASE ONE - Deliverables 1 & 2 (\$4.28M from 2021/22 Funds)	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	Adjusted Total
Sacramento State Personnel				
Center Director TBD	\$140,000	\$145,000	\$150,000	\$435,000
Staff TBD - center and event coordination for Prof Dev sessions	\$60,000	\$61,200	\$62,424	\$183,624
Faculty Fellows TBD - additional employment @ \$12,000 x 4 fellows	\$48,000	\$48,960	\$49,939	\$146,899
Faculty Fellows TBD - release time 5 fellows *3 units*2 semesters @\$3300/unit	\$99,000	\$100,980	\$103,000	\$302,980
Sacramento State Benefits				
62.3% Faculty/Staff release time benefit rate (2% increase in yr 3)	\$148,897	\$153,246	\$162,679	\$464,821
12% Staff part-time casual benefit rate	\$7,200	\$7,344	\$7,491	\$22,035
12% Faculty additional employment benefit rate	\$5,760	\$5,875	\$5,993	\$17,628
Subawards/Subcontracts				
Sacramento City Unified School District (SCUSD)				
Subaward costs may include:				
Capital Improvement costs (classroom & playground upgrades, etc.)	\$1,200,000	\$100,000	\$0	
Stipends for demonstration site directors	\$15,000	\$15,000	\$15,000	
PD teacher stipends/incentive payments (3 Demo sites @ 6 Teachers each)	\$163,350	\$166,617	\$169,949	
PD event substitute costs (\$350/day x 5 days x 30) - Years 2 & 3 only	\$0	\$52,500	\$52,500	
PD extension activities - \$5,000 per visiting team up to 5 - Years 2 & 3 only	\$0	\$25,000	\$25,000	
Demo Site Material/Supplies	\$33,500	\$33,500	\$33,000	
Subtotal SCUSD	\$1,411,850	\$392,617	\$295,449	\$2,099,916
ASI Children's Center - PD activities TBD, no capital improvements	\$54,450	\$55,539	\$ 56,650	\$166,639
Other Direct Costs				
Travel to conferences				
4 in-state conferences/year: Airfare \$250;	\$5,000	\$5,000	\$5,000	\$15,000

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Contract #

Project Name: CRF 2021 - Sacramento State Center for Excellence for Early Childhood Education

Department: Youth, Parks, and Community Enrichment (YPCE)

Lodging \$225/night x 2; Per Diem \$62 x 3; Local transp \$60				
ICECE Center Materials/Supplies	\$17,000	\$17,000	\$17,000	\$51,000
ECE Pathways outreach, recruitment, and enrollment costs	\$10,000	\$10,000	\$10,000	\$30,000
	405.000	#05.000	#05.040	ATT 040
External Consultant/Counsel - Public Works, DIR expertise and compliance review	\$25,000	\$25,000	\$25,313	\$75,313
Total Direct Costs	\$ 2.022.457	\$	\$	\$
Total Direct Costs	2,032,157	1,027,761	950,937	4,010,855
Indirect Costs at 15% Modified Total Direct Costs*	\$ 92,379	\$ 86,941	\$ 89,826	\$ 269,145
	\$	\$	\$	\$

^{*}Max F&A rate allowable, per CNRA contract with City.

Modified Total Direct Costs excludes the amount of subawards > than \$25K from indirect calculation.

PROCEDURAL GUIDE FOR GENERAL FUND SPECIFIED DEVELOPMENT AND ACQUISITION GRANT PROJECTS



Bonds & Grants Office 715 P Street, 20th Floor Sacramento, CA 95814 (916) 653-2812

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A. INTRODUCTION

This guide governs the administration of appropriations made to the California Natural Resources Agency (Agency) for specified projects. Enclosed are items that make up a Project Information Package, a Grant Agreement template, and a resolution template, payment instructions and resources. The completed Project Information Package provides a means to define projects for grant funding as well as to specify its authorized representative delegated to sign all documents to be submitted to the California Natural Resources Agency.

Project Information Package documents should be completed, signed and emailed to the Bonds and Grants Unit Grant Administrator.

B. GENERAL GRANT INFORMATION, TERMS AND REQUIREMENTS

Grant Agreement - Funds will not be disbursed until there is a fully executed Agreement between the California Natural Resources Agency (Agency) and the grantee. Expenditures made prior to the effective date of the appropriation will not be reimbursed.

Grant Period - Agreements for funds approved by the Legislature must be executed within the period of availability provided in the state budget. Funds must be expended and all invoices received by March 1, 2026, unless otherwise specified in the FY 21/22 Budget Act.

California Environmental Quality Act (CEQA) Compliance - As applicable, grantees must identify their CEQA compliance status. Grantees must receive CEQA approval for the proposed project prior to construction or be exempt from CEQA. Proper documentation of CEQA compliance will be required as part of the information package.

Required Approvals - The grantee must certify that all approvals (including, but not limited to, local permitting requirements and/or rules from local agencies) required for the project, will be obtained.

Reporting Requirements - Grantees may be required to submit quarterly progress reports detailing progress on the project, to date.

Financial Management and Grant Administration Requirements - It is the responsibility of all grantees to ensure appropriate stewardship of State grant- funds. Each grantee must maintain financial management systems that provide accurate, current, and complete disclosure of the financial activities of the grant-funded project. To meet this requirement, grantees must maintain adequate accounting practices and procedures, internal controls, and audit trails.

Grant Agreement and Invoicing – In general, this is a reimbursement-based grant and expenses are incurred and paid for prior to the submission of invoices to the Agency. Upon request however, advances are allowed to assist in cash flow. The amount of the advances will be determined based on need. Once an advance is reconciled, Grantee may seek another. Once an executed Grant Agreement is in place, grantees may invoice for expenses on a regular basis, but not more frequently than once a month. Generally, grantees will receive reimbursement within 6-8 weeks of submitting a properly completed invoice. Grantees are advised to maintain adequate funds to cover project costs prior to reimbursement. Ten percent of each payment request is retained until project completion.

For acquisition projects, grantee may request an advance of funds into escrow (subject to retention).

C. PROJECT ADMINSTRATION

Process after Designation of Grant Award by Legislature

- 1. Grantee completes and submits Project Information Package (Package) to Agency.
- 2. Agency reviews Package and, if the proposed project scope meets the legislative intent, develops a Grant Agreement with the Grantee. Agency sends a Grant Agreement to Grantee for signature.
- 3. Grantee returns signed Grant Agreement to Agency.
- 4. Agency returns a fully executed Grant Agreement to Grantee
- 5. For acquisitions, grantee submits an appraisal for Department of General Services (DGS) review.
- 6. Grantee submits final site control documents.
- 7. Grantee commences preliminary work (planning, design, permitting, CEQA, etc.) and submits payment requests for reimbursement of project expenditures. (see Section Q Payment Request Instructions).
- 8. Prior to commencing construction, grantee submits final design plans for the State's review, as well as evidence of environmental compliance.
- 9. Grantee commences project construction work.
- 10. Grantee submits periodic progress reports and periodic reimbursement requests for eligible expenses (subject to retention).
- 11. For acquisition projects, grantee may request an advance of funds into escrow (subject to retention).
- 12. As applicable, Grantee records Deed Restrictions.
- 13. Grantee completes project and submits Project Completion Package.
- 14. Agency Grants Administrator makes final project inspection and approves final payment.
- 15. The state may perform audits, as frequently as annually during the course of the project, and for 4 years after the project is completed.

Project Withdrawal

If a grantee fails to submit a Project Information Package for its allocated amount or otherwise elects not to use its allocation, the allocation will be lost to that grantee. In the event an approved project cannot be completed, and if grant funds were advanced, those funds plus any accrued interest must be returned to the state within 30 days.

Changes to Approved Project

A Grantee wishing to change an approved project shall submit the proposed change in writing to Agency for approval. Any change must be consistent with the authorizing legislation.

Time Extensions

A request for a time extension and its justification must be submitted to the State for approval.

D. PROJECT INFORMATION PACKAGE CHECKLIST

Grantee sends the completed Project Information Package to Agency. Grantee should keep a complete copy of the Project Information Package for future use and reference.

Provide the package in order shown in the following checklist.

Required Documentation	Page
Project Information Package Checklist (this page)	4
Project Information Form	6
Project Summary	7
Authorizing Resolution	8
Cost Estimates (Development/Acquisition)	9, 10
Project Timeline	13
Property Data Sheet	14
Land Tenure/Site Control Documents	6
Photos of the Project Site	7
Site Plan, if applicable	7
Environmental Compliance Documents (if applicable)	15
Permit Approval Status, if applicable	16
Payee Data Form (Std. 204)	18

E. PROJECT INFORMATION PACKAGE - WHAT TO SUBMIT

- 1. Project Information Form Fill out as follows:
 - **a.** Grantee: The grantee is the organization that takes formal responsibility and assumes liability for the project. All correspondence regarding the administrative process will be sent to the day-to-day contact person listed for the grantee.
 - **b.** Project: Provide the title of your project.
 - **c.** District Information: List the district numbers for the Congressional, State Senate, and State Assembly districts in which the project is located.
 - **d.** CEQA Status: Indicate the environmental compliance status of your project by checking the applicable box in this section.
 - **e.** Site Control/Land Tenure: Indicate how the Grantee will satisfy site control by checking the applicable box.
 - **f.** Individual authorized in the Resolution must sign the certification at the bottom of the page.
- 2. **Project Summary** Provide a one-page overview of the project.
- **3.** Authorizing Resolution Provide a signed resolution from the governing board, providing authorization to apply for the project. Follow the template included in this guide.
- 4. Cost Estimate Provide a cost estimate reflecting all costs associated with the project. Projects using in-house services must also detail the labor, materials, and equipment costs as separate line items. (See Section I for a sample format for development projects and Section J for a sample format for acquisition projects.)
- **5. Project Timeline** Provide the timeline for key milestones and estimated date ranges of accomplishments. See Section K for a sample project timeline.
- **6. Property Data Sheet** Complete the Property Data Sheet for all property/ parcels to be developed. See Section L for the Property Data Sheet form.
- 7. Land Tenure/Site Control Documents Provide copies of documents identifying current ownership information associated with each property/parcel on which the project will take place. Documents may include recorded deeds, tax records, and owner data sheets from county records, title reports or other documents that verify ownership. All documents verifying ownership must have the parcel numbers clearly indicated on the document (handwritten acceptable).

If the project site is owned by a party other than the grantee: provide a copy of the land tenure agreement (lease, easement, Memorandum of Understanding, etc.) which gives the Grantee legal access, permission to construct and maintain the project, and public access to the resultant project for the required number of years

If a signed agreement is not fully executed at the time of submittal, provide a letter from each landowner identifying the property/parcel(s), and indicating that the owner is willing to enter into a long-term agreement with the grantee to allow long-term access for construction, maintenance and public use of project on the affected parcel(s). No funds can be released until all agreements have been fully executed and submitted to Agency.

- 8. Photos Provide a maximum of five (5) labeled color photographs of the project site.
- **9. Site Plan** -Plans should contain details of the property to be developed and show where each of the features and amenities listed in the scope/cost estimate will be located at the project site.
- **10. Permit Approval Status** Indicate the types of permits necessary to complete the project. See Section N for the Permit Approval Status form.
- **11. CEQA Compliance** Grantees must demonstrate CEQA compliance, as applicable. If completed, provide with package. (See Section M for information on Environmental Compliance.)
- **12. Payee Data Record** Fill in sections 1-5. (See Section P for the Payee Data Record Form.)

For Acquisition Projects

- **13. Conservation Easement** If acquiring a conservation easement, describe the proposed restrictions and reservations and the funding mechanism to support long-term stewardship.
- 14. Evidence of Willing Seller Provide a letter from each landowner indicating they are a willing participant in the proposed real property transaction. The letter should clearly identify the parcels owned by each seller and state if grant funds are awarded, the seller is willing to enter into an agreement or negotiation for an agreement for the sale of the real property at a purchase price not to exceed fair market value. (See Appendix K for a sample letter.) If available, include a copy of the fully executed purchase option agreement as well. See Section O for sample Willing Seller Letter.
- **15.** Appraisal If available.
- **16. Preliminary Title Report** If available.

F. PROJECT INFORMATION FORM

Project Name	Estimated Date of Completion: Enter date						
Enter project name			Grant Amount: \$Enter amount				
	Estimated Total Project Cost: (State grant, other funds, and in-kind) \$Enter amount						
Grantee Name (with mailing address)		County	1		Neares	t City/Town	
Enter name	Check one:	Enter o	county		Enter c	ity/town	
Enter address	☐ Nonprofit	-		(or nearest cr	oss stree	et)	
Enter address	□ Local Agency		iddress				
	☐ State Agency		iddress	A		0.0	
			e Dist. number	Assembly D Enter numb		S Congressional Dist. Enter number	
Grantee's Representative Authorized	in Possiution (Sign		Į.		L L	Enter number	
_	iii Resolution (Sigi		-	bottom of this	page)		
Name: Enter name		Title:	Enter t	itie			
Phone: Enter telephone number		Email:	Enter e	mail			
Project Manager – Person with day to	day responsibility fo	or projec	t (if differe	ent from autho	rized rep	presentative)	
Name: Enter name		Title:	Enter t	itle			
Phone: Enter telephone number		Email:	Enter e	mail			
Brief Description of F (Summarize major activities to be fur	-		Latitude Longitude Enter data Enter data				
Enter brief project description	idea by this Clark,		Enter data Enter data				
Litter brief project description			CI	QA/Environm	ental Re	equirements	
		☐ Exempt per CEQA Guidelines § Enter section					
			Attach filed Notice of Exemption.				
			CEQA co	mpleted.			
						ation, Negative	
			Deciarat	ion, or willigat	eu Nega	tive Declaration	
0.0000000000000000000000000000000000000	that a self-ord	□ CEQA is not complete. Attach draft Initial Study with checklists.					
Site Control/Land Tenure (check the k	oox that applies)						
Grantee owns the property.	- Freder Fredericke		CEQA do	es not apply u	nder Cod	le § Enter section	
Grantee leases the property – Term	-						
☐ Grantee owns an easement on the property.							
☐ Grantee has an MOU with the prop	<u> </u>						
I certify that the information in this Pr	oject Information Fo	rm, inclu	ding all a	ttachments, is	complet	te and accurate.	
Signed:						r date	
Grantee's Authorized Rep	n Resolution Date						
			nter title Designee?				
Print Name	itle				n letter of designation red representative.)		

G. PROJECT SUMMARY

With your Project Information Package, submit a one-page summary that provides a description of the proposed project.

Grantees must comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

H. AUTHORIZING RESOLUTION TEMPLATE

	Resolution No	
	RESOLUTION OF (Governing Body)) APPROVING THE ACCEPTANCE OF GENERAL FUND GRA (Title of Pr	
WHEREAS	S, the Legislature and Governor of the State of California have a ove; and	pproved a grant for the project
	S, the California Natural Resources Agency has been delegation of the grant project, setting up necessary procedures; and	ated the responsibility for the
	S, said procedures established by the California Natural Resource by resolution the approval of the Project Information Package before; and	· ·
WHEREAS	S, the Grantee will enter into an agreement with the State of Cal	ifornia for subject project(s):
NOW, THE	EREFORE, BE IT RESOLVED that the	(Governing Body)
1.	Approves the acceptance of general fund allocation for loproject(s); and	cal assistance for the above
2.	Certifies that said agency understands the assurances an Information Form; and	d certification in the Project
3.	Certifies that said agency will have sufficient funds to devel project(s) consistent with the land tenure requirements; or will and	
4.	Certifies that said agency will comply with the provisions of Stabor Code.	ection 1771.5 of the California
5.	If applicable, certifies that the project will comply with any law not limited to, the California Environmental Quality Act (CEQA), codes, health and safety codes, disabled access laws, environ commencement of construction, all applicable licenses and per	legal requirements for building nmental laws and, that prior to
6.	Certifies that said agency has reviewed and understands the G the Project Agreement shown in the Procedural Guide; and	eneral Provisions contained in
7.	Appoints the (designated position, not personate conduct all negotiations, execute and submit all document Project Information Form, agreements, payment requests and store the completion of the aforementioned project(s).	ts including, but not limited to
Approved Resolution	and adopted the day of20 I, the undersigned, he need not be not successful. It is a successful to the succes	nereby certify that the forgoing Governing Body).
Following	Roll Call Vote: Ayes: Nos: Absent: Clerk/Secretary for the	e Governing Board

I. SAMPLE COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS

All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

ral Other d Funding t (if applicable)	ect Elements (EXAMPLES ONLY) Project Costs	Other Funding (if applicable)
	I-CONSTRUCTION COSTS	
	ct Project Management Administration	
	aff Time (direct costs only)	
ble	cidental Charges	
	onsultants	
	ubtotal – Direct Management	
	ning, Design & Permitting	
	aff Time (direct costs only)	
	onsultants	
	ermit Costs	
	ubtotal Planning, Design & Permitting	
	A Compliance (if applicable)	
	aff Time (direct costs only)	
	onsultants	
	ubtotal – CEQA	
	-TOTAL Non-Construction Costs	
	ISTRUCTION COSTS	
	omponent X (Specify)	
	omponent Y (Specify)	
	omponent Z (Specify)	
	TOTAL Construction Costs	
	tingency	
	PRO IECT GRAND TOTAL	
_	PROJECT GRAND TOTAL	

Category listing should be detailed and customized to fit the project. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The General Fund Grant and Other Funding Sources should sum to the Total Project Costs column. *All project expenditure documentation should be available for audit whether paid with grant funds or other funds. **Only direct project management costs are eligible, no overhead/indirect costs are reimbursable. Inservice payroll may not include a "billable rate" or administrative cost allocation.

J. COST ESTIMATE FORM FOR ACQUISITON PROJECTS

(Complete one form for each separate escrow)

Assessor's Parcel Number(s)	Acreage	Indicate Fee or Easement	Willing Seller Name and Address			
ACQUISITI	ON COST I	ESTIMATE				
	Total Cos	General t* Fund Program Grant	Other Funding Source (Name)	Other Funding Source (Name)		
Estimated Fair Market Value						
Relocation Costs						
Preliminary Title Reports, Appraisal						
Escrow Fees, Title Insurance, Closing Costs						
Surveying (limited to boundary line adjustments)						
Direct Costs -Staff and Consultants (limited to \$10,000 per grant)**						
State approval of appraisal, transaction review, etc. (recommend budgeting \$10,000)	\$10,000					
Contingency (not to exceed 10% of grant)						
Other (specify)						
Grand Total						

^{*}All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

Acquisition Schedule* Completion Date

Complete Appraisal	
Submit appraisal, purchase docs and title report to State	
Open escrow & request advance into escrow	
Submit instruments of conveyance	
Close escrow and submit final closing documents to State	
Install funding acknowledgement sign	
Close-out	

^{*}Grantee should submit evidence of progress on the acquisition within 6 months of grant execution.

^{**}Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

K. SAMPLE PROJECT TIMELINE

Activity Description	Timeline
Preliminary work on the project	Month 20XX- Month 20XX
Submit CEQA documents	Month 20XX
Submit final site design/plans/specifications	Month 20XX - Month 20XX
Submit evidence of bond acknowledgement sign	Month 20XX
Construction period	Month 20XX- Month 20XX
Submit Project Closeout package with final Payment Request to State	Month 20XX

L. PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents* including any clarifying comments below. Attach additional sheets if necessary.

				Indicate type of ownership. For acquisitions, indicate type of purchase.		For s,	and attach a copy of each document-clearly	If parcel(s) not owned by Grantee(s) indicate *document verifying long-term Permission						# of years O&M to be performed
<u>No</u>	Owner Name	Assessor Parcel Number(s)	Acreage	Fee Simple	Easement	Other (describe)	Proof of Ownership (tax bill, grant deed, etc.)	O&M Agreement	Lease	JPA	Letter from Owner	Other (describe)	Entity to perform O&M	# of years O&I
2														
3														
4														
5														
6														
7														
8														
9														
10														
	nments:													

Total Number of Parcels: _____Total Number of Acres: _____

M. ENVIRONMENTAL COMPLIANCE

Prior to approval and distribution of grant funds for construction/implementation, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Section 21000; 14 California Code of Regulations section 15000 *et seq.* ["CEQA"]).

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State approving funding for a proposed project, **one** of the following must be submitted:

- a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the grantee must also provide the adopted mitigation monitoring and reporting program*.
- c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and State Clearinghouse. Please include any State Clearinghouse Responses received by the grantee.
 - * For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.
- d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to Section 75102 of the Public Resources Code 75102, before the adoption of a Negative Declaration or Environmental Impact Report, the lead Agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.

N. PROJECT PERMIT/APPROVAL STATUS

Indicate the status of all federal, state, and local permits required for the project. Describe any potential delays due to permitting (indicate specific permits). If acquiring a long-term encroachment permit, submit evidence the entity with jurisdiction is aware of the project and is willing to work with Grantee to issue the permit.

This list is not all inclusive. It is Grantee's responsibility to identify and obtain applicable permits. Date Expected Required Acquired Applied **Permitting Agency** Type of Requirement State Agencies: California Department of Fish Lake or Streambed Alteration Agreement (Section 1600) and Wildlife California Department of Fish Incidental Take Permit or Consistency Determination (CESA) П and Wildlife (California Endangered Species Act) Department of Transportation **Encroachment Permit** Coastal Commission Coastal Development Permit **Coastal Commission** Letter of Consistency Regional Water Quality Control 401 Water Quality Certification or Waste Discharge Requirement Board State Water Resources Control Water Rights Permit П Board State Water Resources Control General Industrial Storm Water Permit П Board State Lands Commission Permit (if using State owned property) State Section 106 Consultation with State Historic Preservation Officer Office of Historic (National Historic Preservation Act of 1986) Preservation **Federal Agencies** U.S. Fish and Wildlife Service Section 7 Consultation, Biological Opinion or Section 10 Permit П (USFWS) (Endangered Species Act) U.S. Army Corps of Engineers Section 404 Permit (Clean Water Act) П (ACOE) U.S. Army Corps of Engineers Section 10 Permit (Rivers & Harbors Act of 1899) П U.S. Coast Guard / U.S. Army Section 9 Permit (Rivers & Harbors Act of 1899) П Corps of Engineers U.S. National Resources Section 106 Consultation (National Historic Preservation Act of П Conservation Service National Marine Fisheries Section 7 consultation if federal nexus see ACOE, or Section 10 Service (NMFS) Permit **Local and Regional Planning Agencies** City/County **Grading Permit** City/County **Environmental Health Department** Model Water Efficient Landscape Ordinance -П City/County Documentation Package Central Valley Flood Protection Permission to Encroach on Waterways within Designated П Board Floodways San Francisco Bay Conservation and Development Commission Any relevant permit Tahoe Regional Planning Any relevant permit Agency Local Resource Conservation Consultation District Flood Control Districts Floodway & Hydrological Analysis Others (e.g., CalRecycle, State Contractors Board, etc.):

O. WILLING SELLER LETTER (ACQUISITIONS ONLY)

If a purchase option agreement has not been executed, acquisition projects must provide a willing seller letter from **each person on the title**. The letter must include the following information and be signed and dated by the legal owner(s) of each parcel to be acquired.

Date:	(Sample Willing Seller Let	ter)
To:	California Natural Resources Agency	
From:	Name(s) of Legal Owner (<i>Trust, etc.</i>) Address of Legal Owner(s)	
Re:	Parcel number(s): County: Property Address:	
To WI	nom It May Concern:	
refere willing	etter is provided to confirm that (<i>name of owner</i> noted property, is a willing participant in the property to enter into negotiations for the sale of the realed fair market value.	osed real property transaction and
Ackno	owledged:	
Signa	ture of landowner (trustee, etc.)	Date signed
Signa	ture of landowner (trustee, etc.)	Date signed
Signa	ture of landowner (trustee, etc.)	 Date signed

P. PAYEE DATA RECORD

Fillable form available online at: https://resources.ca.gov/grants/Grant-Program-Resources

STATE OF CALIFORNIA – DEPARTMENT OF FI	INANCE	Print Form	Reset For	m		
PAYEE DATA RECORD Required when receiving payment from the STD 204 (Rev. 03/2021)	e State of California	a in lieu of IRS W	-9 or W-7)			
		Section 1 – I	Payee Infor	mation		
NAME (This is required. Do not leave	this line blank. M	lust match the pa	ayee's federal t	ax retum))	
BUSINESS NAME, DBA NAME of	r DISREGARDI	ED SINGLE M	EMBER LLC	NAME (If different fro	m above)
MAILING ADDDESS						
MAILING ADDRESS (number, stree	et, apt. or suite no	.) (See instruction	ons on Page 2)			
CITY, STATE, ZIP CODE				E-MAIL	ADDRESS	
		Section 2	2 - Entity Ty	/pe		
Check one (1) box only that mate	ches the entity	type of the Pa	ayee listed ir	Section	n 1 above.	(See instructions on page 2)
SOLE PROPRIETOR / INDIVID	UAL		CORPORA	TION (se	ee instructions	on page 2)
SINGLE MEMBER LLC Disregar	rded Entity owned	by an individual	■ MEDICA	L (e.g., c	dentistry, chire	opractic, etc.)
■ PARTNERSHIP			■ LEGAL	(e.g., atto	rney services)	
■ ESTATE OR TRUST			■ EXEMP	T (e.g., n	onprofit)	
			ALL OT	HERS		
	Sec	tion 3 – Tax	Identification	on Nun	nber	
Enter your Tax Identification Numb						
match the name given in Section 1 The TIN is a 9-digit number. Note:					Social 3	Security Number (SSN) or al Tax Identification Number (ITIN)
 For Individuals, enter SSN. 						
 If you are a Resident Alien, an SSN, enter your ITIN. 	nd you do not h	ave and are no	ot eligible to g	et an		
 Grantor Trusts (such as a Revinot have a separate FEIN. The 	_	_			y OR	
 For Sole Proprietor or Single sole member is an individual prefers SSN). 	Member LLC	(disregarded	entity), in which the Federal Employer Identification Numl			
For Single Member LLC (disr business entity, enter the own entity's FEIN.						
 For all other entities including I estates/trusts (with FEINs), en 			tion or partne	rship,		
	Section 4 -	Payee Resid	dency Statu	s (See	instruction	s)
☐ CALIFORNIA RESIDENT – Qua	lified to do busin	ess in California	a or maintains	a perma	nent place o	f business in California.
CALIFORNIA NONRESIDENT -				-	-	
CALII ORNIA NONKESIDENT	- r ayments to no	oniesidents for .	services may i	e subjec	ot to state inc	one tax withholding.
■No services performed in Ca						
Copy of Franchise Tax Boar	rd waiver of state	withholding is at	tached.			
		Castian F	– Certifica	4i a.u.		
I hereby certify under penalty of	norium that th				cument ic	true and correct
Should my residency status cha	nae. I will pron	notiv notify th	e state agen	cv belov	w.	itue and correct.
NAME OF AUTHORIZED PAYEE			TITLE	,		E-MAIL ADDRESS
SIGNATURE			DATE	Т	TELEPHO	NE (include area code)
MININE .						
	9	Section 6 – P	aying State	Agend	y	
Please return completed form to	:					
STATE AGENCY/DEPARTMENT	OFFICE		UNIT/SECTION			
MAILING ADDRESS			FAX TELEPHONE (include area			TELEPHONE (include area code)
CITY	STATE	ZIP CODE		E-MAI	L ADDRES	S

STATE OF CALIFORNIA - DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099). NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 - Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- . Sole Proprietor/Individual/Revocable Trusts enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes enter the name of the
 individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- . Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match
 to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name - Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type							
If the Payee in Section 1 is a(n)	THEN Select the Box for						
Individual Sole Proprietorship Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual						
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual						
Partnerships ◆ Limited Liability Partnerships (LLP) ◆ and, LLC treated as a Partnership	Partnerships						
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust						
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical						
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal						
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt						
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC	Corporation-All Other						
that is to be taxed as a Corporation and does not meet any of the other corporation types listed above							

Section 3 - Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Pavee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- · A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
- o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 - Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Q. PAYMENT REQUEST INSTRUCTIONS

Ве	for	e Submitting
	pro	eck the Grant Agreement to confirm that any funding requirements outlined in the special ovisions section have been fulfilled (e.g. agreements, CEQA compliance, signage, DGS riew, etc.)
	Ch	eck that all costs are allowable.
	a.	Costs must be incurred within the project performance period outlined on the Grant Agreement cover page and/or subsequent amendments and must align with the cost estimate.
	b.	All costs must directly relate to the grant funded project (i.e. no overhead costs such as rent or utilities).
WI	nat	to Include
	Pa	yment Request Form filled out with original signature of authorized agent.
	Pa	yment Tracking Sheet filled in with amounts for the current request.
	apı	oject Expenditure Form, Grantee Labor Cost Form, and Equipment Cost Form (as plicable). Descriptions should clearly tie to the line items on the payment tracking sheet, as II as the backup documentation.
	b. c. d.	 For contracted labor or materials, include copies of invoices or receipts. If an invoice is to be only partially reimbursed with grant funds, the portion allocated to the grant should be clearly marked. For mileage include a log kept by employees documenting date, hours and destinations related to the grant project. Provide documentation of policy to support rate used. For equipment, include the schedule showing the rate as well as a log showing the days and hours the equipment was used for this project and by whom. For in house labor, include documentation of hours worked on the project and hourly rate. Send timesheets detailing the days and number of hours each employee who worked on the project. Fill out the Employee Compensation Chart to demonstrate the rate being charged. With first request or when rates change, submit copies of pay stubs that show the employee's pay rate or salary (may redact personal information). Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

- ☐ **Proof of payment** showing that payment was made for each cost. Examples include:
 - a. Copy of both sides of a cancelled check (and breakdown if check is for multiple invoices)
 - b. Copy of bank statement with cleared checks and/or Electronic Fund Transfer's (EFT) highlighted
 - c. Invoice stamped "Paid" by the vendor/contractor
 - d. Pre-paid card Statement showing credit remaining after particular project charge e.g., prepaid photo copier card
 - e. Credit card Statement showing payment made accompanied with original credit card receipt listing specific charges. Must also include proof that the credit card was paid off.
 - f. For purchase of real property: copy of Final Buyer's Closing Statement
 - g. For grantee personnel services one of the following:

- Chief Financial Officer's signature on the certification on the Grantee Labor Cost Form
- Payroll stubs or payroll service printout for each pay period
- Signed acknowledgement from employees regarding receipt of paychecks for a specific time period

Advances - Advances are allowed to assist with cash flow for outside consultants, contractors, materials, etc. In-house labor costs are not eligible for advances. The amount of the advance is determined based on need. Once an advance is reconciled, Grantee may seek another. Contact the project grants administrator to request an advance and protocol for administering.

FOR ADVANCE TO ESCROW FOR ACQUISITION PROJECTS

o request money to be advanced to escrow, submit the following:
Payment Request Form for the amount of the grant budgeted to Fair Market Value of the property
Evidence of Willing Seller
Letter requesting funds be deposited to escrow on Grantee's letterhead containing the following: a. Name and address of Grantee b. Number of Grant Agreement c. Dollar amount of disbursement requested d. Name, address, and telephone number of the title company or escrow holder, and the escrow account number to which the grant funds will be disbursed e. A statement by the Grantee that all funds needed for completion of acquisition of the real property (or conservation easement) have been secured and have been or will be deposited into escrow at or about the same date as the requested grant funds f. Anticipated close of escrow date
☐ Payee Data Record for the escrow company

Final Payments - Final retention will not be released until all closeout documents (in addition to regular payment request documents if applicable) have been received. This includes:

- a. Summary of Expenditures from all Project Funding Sources
- b. Certification of Completion Form
- c. Notice of Completion (if applicable)
- d. Recorded MOUGA/Deed Restriction (if applicable)

Helpful Hints

- Organize documentation in an easy to follow format (i.e. chronologically) with related information together and relevant information marked. Include any necessary explanations or notes to clarify certain documentation.
- ➤ Bill for the full amount and Agency will take out the retention of 10% for reimbursements. Retention will be released at closeout.
- ➤ Ensure numbers match (e.g. check numbers, amounts on forms and back up documentation, etc.) and that they are accurately calculated. Everything must add up to the penny.

All payment forms and these instructions can be found on our website here: http://resources.ca.gov/grants/project-administration-forms/

Contact your Grant Administrator for further clarification or questions.

R. STATE AUDIT AND ACCOUNTING REQUIREMENTS

Contact your assigned Grant Administrator for questions about the following requirements:

Accounting Requirements

Grantees must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the project and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and time cards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

Accounting Rules for Employee Services (force account labor)

Grantees must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the project.
- Time estimates for work performed on the project are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the project are not acceptable.
- Costs of the salaries and wages must be calculated according to the grantee's wage and salary scales, and may include employer paid benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the grantee's established policy, provided that the regular work time was devoted to the same project.

State Audit

- All projects are subject to an audit by the State of California, Department of Finance within three (3) years following the final payment of grant funds. If the project is selected for an audit, the grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, canceled checks or other records of the grantee, as they relate to the project for which the funds were granted.
- The grantee must retain the project records for a period of three (3) years and one (1) year
 following an audit. All documents must be readily available, and an employee with knowledge
 of the project must be available to assist the auditor. The Grantee must provide a copy of any
 document, paper, record, or the like, requested by the auditor.

Documents Required for the Department of Finance Audit

Please have the following documents, files, records, and other resources available for the Department of Finance during their audit of the grant.

Internal Controls:

- 1. Grantee's organization charts.
- 2. Written internal procedures and flowcharts for the following procedures:
 - a. Grantee's receipts and deposits
 - b. Grantee's disbursements
 - c. Grantee's invoice preparation
- 3. Audit reports covering the Grantee's internal control structure and/or expenditures within the last two years.

Contracts:

- 1. Original contract between the Grantee and the State, including any amendments.
- 2. All contract documents between the Grantee and any subcontractors.
- 3. Listing of all active or completed contracts funded by Proposition 12, 13, 40, and 50.

Budgets:

1. Budget modification documents.

Invoices:

- 1. Invoices from the Grantee to the State for payments made under the grant.
- 2. Invoices from the subcontractors to the Grantee for payments made under the grant.
- 3. All supporting documentation associated with the above invoices.

Cash Documents:

- 1. Receipts showing payments received from the State.
- 2. Deposit slips showing deposit of the payments received from the State.
- 3. Canceled checks or disbursement documents showing payments made to vendors for contract disbursements.
- 4. Bank statements showing the deposit of the receipts and interest earned on any monies held by the Grantee.

Accounting Records:

1. Ledgers showing entries for cash receipts and cash disbursements.

Travel/Per Diem:

- 1. Grantee travel policies.
- 2. Travel claims for travel costs charged to the contract organized by the Grantee Invoice on which the travel was charged.
- 3. Mileage logs, if mileage for grantee employees claimed and paid with Grant funds.

Project Files:

1. All supporting documentation maintained in the project files.

S. SAMPLE GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Grantee Name: Insert Here

Project Title: Insert Here

Agreement Number: XXXXXX-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Brief Project Description

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

Special Provisions, **if applicable. EXAMPLES ONLY**: (see other Sample Special Provisions in B&G/Procedures–Various/Preparation of Grant Agreement)

- 1. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in acquiring or developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
- As a condition precedent to the State's obligation to deposit funds into escrow or to provide reimbursement related to the Acquisition, the Grantee shall have obtained approval of the language contained in the grant deed by the Natural Resources Agency. Said deed shall include the State's required protections, restrictions of use and subsequent transfer requirements.
- 3. The State Department of General Services (DGS) may review and approve in writing all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
- 4. DGS shall review and approve in writing the appraisal of the real property.
- 5. The Grantee agrees to pay DGS directly the amount invoiced by DGS for services rendered for its review of the appraisal, transaction review, or other related activities as described above. Should the Grantee fail to pay DGS, the State is authorized to pay DGS by directly transferring from the Grant Funds the amount invoiced by DGS. The State will notify the Grantee at the time of the transfer and provide a copy of the appraisal review letter and invoice upon receipt.

- 6. Insert if more than one escrow is anticipated: The Grantee agrees that all parcels to be acquired by this project will have concurrent escrows.
- 7. Insert if the Grantee is a nonprofit: If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
- 8. If Grantee is a federally recognized Indian Tribe replace Section F below with the following: Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless
 - a. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.
 - b. Limited Waiver of Sovereign Immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
 - c. Grantee shall indemnify, hold harmless State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending State in court but shall reimburse for actual invoiced costs associated with the defense.
 - Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- If Planned transfer of property: The State is aware of and approves a subsequent conveyance of the property to the Long-Term Landowner Name. Such approval is contingent, however, upon the Long-Term Landowner Name's written commitment to:
 - a. Accept title to the property, and
 - b. Provide for the long-term operations and maintenance of the property for the uses intended by this grant program as specified in the grant agreement.
- 10. As conditions precedent to the State's obligation to make any construction or acquisition funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by XX/XX/20XX.
- 11. Insert if nonprofit: If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.
- 12. Insert if grantee has not yet obtained land tenure/site control: As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of years satisfactory to the State for all land to be improved under this Agreement.

General Provisions

A. Definitions

- 1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).
- 2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
- 3. The term "Agreement" means this Grant Agreement.
- 4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
- 5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.
- 6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
- 7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
- 8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
- 9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
- 10. The term "Grantee" means an entity who has a signed agreement for grant funds.
- 11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
- 12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
- 13. The term "Payment Request Form" means Form RA212.
- 14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
- 15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
- 16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
- 17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
- 18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the

sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

- 2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
- 3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.
- 4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

- 5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
- 6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
- 7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
- 8. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.
- Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land at a
 price not to exceed Fair Market Value. Any acquisition of Project lands by Grantee following award shall not
 involve eminent domain proceedings or threat of eminent domain proceedings.
- 10. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
- 11. Grantee shall provide for public access and/or educational features where feasible.
- 12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

13. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

C. Project Costs

- Any Grant Funds provided to Grantee under this Agreement for Acquisition of real property will be disbursed
 for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this
 Agreement:
 - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, completion of the conditions described in Sections 3, D.6 and D.7 below and all Special Conditions set forth in this Agreement.
 - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
- 2. Requests for advance payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
 - a. Name and address of Grantee.
 - b. Number of Agreement.
 - c. Dollar amount of disbursement requested.
 - d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed.
 - e. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property.
 - f. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.

- 3. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - a. Complete Payment Request Form.
 - Buyer's closing statement.
 - c. Copies of recorded Memoranda of Unrecorded Grant Agreement/Deed Restrictions.
 - d. Policy of title insurance.
 - e. Project Certification Form (if the Project is complete and payment in full is requested).
 - f. Evidence of compliance with signage requirement.
 - g. Summary report of final total Project expenditures.

- 4. Grant funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

5. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
- 7. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
- 8. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
- 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
- 3. Grantee shall use any income earned by the Grantee from use of the project to further project purposes, or, if approved by the State, for related purposes within the jurisdiction.

- 4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
- 5. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than March 1, 2026.
- 6. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
- 7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- 8. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

- The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested
 rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is
 provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by
 the State.
- 2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
- 3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- 4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
- 5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
- 6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- 7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that

payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

- 1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
- 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
- 3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

- 1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
- 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- 3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

- The real property (including any portion of it or any interest in it) may not be sold or transferred without the
 written approval of the State of California, acting through the Natural Resources Agency, or its successor,
 provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant
 was awarded are maintained.
- 2. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of XXXXXXX (XX) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
- Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property

from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

- 4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
- 5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- 6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

- 1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
- 3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

- 1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
- 2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

Grant Award Notification

GRANTEE NA		CDE	GRAN	T NUMBER					
Lisa Allen, Su Sacramento C PO Box 2468	FY	PCA	Service Location		Suffix				
Sacramento,	24	1519	7	67439	2A				
Attention Lis	a Allen, Superintender	nt		यार्थन संद	INDEX	(1))	Cour	ty Code	
Email superin		0633			34				
Telephone (916) 643-7400					STANDARDIZED ACCOUNT CODE STRUCT				
Grantee Uniq	ue Entity ID (UEI) Q4	QJQR4MX729		Resource Code			Revenue Object Code		
Program Offic	ce Mental Health ADA	Region Group:2A.0)3	3327				8182	
Name of Gran	nt Program 2024-25 N	Mental Health Avera	ge Daily A	ttendanc	e (MHADA)				
GRANT	Original/Prior Amendments	Amendment Amount	To		Amend. No.	Award Starting Date		Award Ending Date	
DETAILS	\$447,119		\$447	,119		7/1/2024		9/30/2026	
ALN Federal Award ID Number Federal Grant N				lame		Federal Agency			
84.027A H027A240116 IDEA Part B, Section						U.S. Dept. of Education			

I am pleased to inform you that you have been funded for the 2024–25 Mental Health Average Daily Attendance (MHADA) grant.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please submit your e-signature to accept this award within 10 business days via Adobe Sign. Upon completion, an automated email with a final PDF copy will be sent to all parties, including the business officials and special education directors who are cc'd on the award email with view only access.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Education Programs Consultant listed below to discuss other signing options.

	1		
California Department of Education Contact Emily Bunnell	Job Title Educ	Job Title Education Programs Consultant	
E-mail Address mhada@cde.ca.gov	•	Telephone 916-327-3536	
Authorized by the State Superintendent of Public Instruction or Designee		Date	
Tony Thurmond		May 6, 2025	
CERTIFICATION OF ACCEPTANCE	OF GRANT REQUI	REMENTS	
and conditions identified on the grant application (for grants with an to comply with all requirements as a condition of funding. On behalf intends that this and future transactions be completed by electronic binding as a physical	f of the grantee named c means, and any elec	d above, I certify that the organization	
Printed Name of Authorized Agent	Title		
	Chief Bus	Chief Business and Operations Officer	
Janea Marking			
		Telephone 9165291164	

CDE Grant Number: 24-15197-67439-2A

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Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to Title 2, Code of Federal Regulations (CFR) sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at https://www.cde.ca.gov/fg/ac/co/intfedfunds.asp. Contact cashmanagement@cde.ca.gov if you have any questions.

Conditions of the Grant Award

- This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
- IDEA, Part B, funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 CFR Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 CFR Part 200 replace provisions previously found in the Education Department General Administrative Regulations or EDGAR in 34 CFR parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
- General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available at the CDE General Assurances 2024–25 web page at https://www.cde.ca.gov/fg/fo/fm/generalassurances2024-25.asp.
- 4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
- Acceptance of IDEA funds requires the grantee to complete and submit the following IDEA fiscal reports: Maintenance of Effort (MOE), per 34 CFR 300.203 (b–d), and Excess Cost, per 34 CFR 300.16. References listed above are available on the US Department of Education IDEA web page at https://sites.ed.gov/idea/regs/b/c/300.203 and https://sites.ed.gov/idea/regs/b/a/300.16.
- 6. Note that payments are made on a reimbursement basis. In order to request reimbursement, the grantee must complete and return the Special Education Federal Grant: Expenditure Report (ER) Mental Health Average Daily Attendance Allocation. Each Expenditure Report submission must be accompanied by a completed Detailed Summary of Mental Health (MH) Expenditures Worksheet and a Community Mental Health Affiliates (CMHA) or Private Providers (PP) Worksheet/LEA Transfer Service Provider Worksheet, as appropriate. For more information on expenditure reporting and appropriate use of supplemental worksheets, please refer to the detailed resources and forms that can be found on the MHADA Padlet at https://padlet.com/aslater47/mental-health-ada-x12u44o60h632y2u. Note that grantees must maintain and have available documentation with sufficient detail to enable the California Department of Education (CDE) to establish a link between the services claimed and each student's Individualized Education Program (IEP). This backup documentation must be provided upon request.

The Funding Profile for the Mental Health Average Daily Attendance (MHADA) Allocation Grant, and the Local Educational Agency (LEA) Grants webpage can be found on the Funding Profile (ID 6218) CDE webpage at https://www.cde.ca.gov/fg/fo/profile.asp?id=6218&recID=6218.

CDE Grant Number: 24-15197-67439-2A

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Ensure these funds are appropriately reported by using the Standardized Account Code Structure (SACS) indicated on this award. The PCA/Resource Detail can be found at the SACS Query webpage at https://www2.cde.ca.gov/sacsquery/pcadetail.asp?pca=15197&resourcecode=3327. All approved project funds must be expended within the designated award period.

Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

- 7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported and approved by the CDE.
- 8. For the Final Expenditure Report, the grantee must report any indirect costs for the grant award period. Total indirect costs must not exceed the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to CFR Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at https://www.cde.ca.gov/fg/ac/ic/.
- 9. The grantee must complete and submit the Final Expenditure Report and supplemental worksheet(s) to MHADA@cde.ca.gov no later than October 10, 2026, in order to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the final Expenditure Report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
- 10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at https://oig.ed.gov/oig-hotline.
- 11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact the MHADA Team by email at MHADA@cde.ca.gov. Please include the Fiscal Year, Region Group number (RG#), Grantee Name, and Document name (RG# is found in the Program Office line of this GAN) in the subject line of emails sent to the MHADA Team. (Example: FY-RG# LEA Unified – GAN)

If you have questions regarding payment status, please contact the Special Education Division, Fiscal Payments I Unit, by email at SEDgrants@cde.ca.gov. Please include the CDE grant number, LEA name, and subject (found at the top right-hand corner, and the header of this grant award notification) in the subject line. (Example: FY-PCA-Service Location-Suffix LEA Name – Subject)

cc: Business Fiscal Officer Special Education Director

Sacramento City Unified 2024 MHADA Grant Award Notification (2A-03)

Final Audit Report 2025-05-14

Created:

2025-05-06

By:

CDE Mental Health ADA Grant (mhada@cde.ca.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAA0uAsIHII3j8Dw5BpO-k7_Rhuzu7vyhEW

"Sacramento City Unified 2024 MHADA Grant Award Notification (2A-03)" History

- Document created by CDE Mental Health ADA Grant (mhada@cde.ca.gov) 2025-05-06 7:09:39 PM GMT- IP address: 35.162.126.140
- Document emailed to superintendent@scusd.edu for signature 2025-05-06 7:09:44 PM GMT
- Email viewed by superintendent@scusd.edu 2025-05-06 7:09:52 PM GMT- IP address: 52.176.2.235
- CDE Mental Health ADA Grant (mhada@cde.ca.gov) added alternate signer Janea Marking (janea-marking@scusd.edu). The original signer superintendent@scusd.edu can still sign.

 2025-05-07 5:27:36 PM GMT- IP address: 170.85.54.120
- Document emailed to Janea Marking (janea-marking@scusd.edu) for signature 2025-05-07 5:27:37 PM GMT
- Email viewed by Janea Marking (janea-marking@scusd.edu) 2025-05-07 5:27:49 PM GMT- IP address: 135.232.20.13
- Email viewed by Janea Marking (janea-marking@scusd.edu) 2025-05-13 9:40:36 PM GMT- IP address: 72.153.231.12
- Document e-signed by Janea Marking (janea-marking@scusd.edu)
 Signature Date: 2025-05-14 0:43:50 AM GMT Time Source: server- IP address: 174.50.160.44
- Agreement completed. 2025-05-14 - 0:43:50 AM GMT





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: June 5, 2025

Subject:	Approval/Ratification of Other Agreements Approval of Bid Awards Approval of Declared Surplus Materials and E Change Notices Notices of Completion	Equipment
	nformation Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: Conference/Action Action Public Hearing)
Division :	Business Services	
Recomm	endation: Recommend approval of items submit	tted.
Backgro	und/Rationale:	
<u>Financia</u>	Considerations: See attached.	
	pal(s): Goal 1 – Graduation Outcomes; Goal 2 – Aning and Safety Outcomes	Academic Outcomes; Goal 3
 Entitle Recon Recon Chang 	ts Attached: ments, and Other Income Agreements mended Bid Awards – Nutrition Services mended Bid Awards – Facilities Projects e Notices – Facilities Projects s of Completion – Facilities Projects	
Estimated	Time of Presentation: N/A	
Submitted	by: Janea Marking, Chief Business and Operations Officer	

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor New Item **Amount CHARLES A. JONES SKILLS CENTER** \$0 River Bend Medical Associates A25-00014 No Match □ No Period: 5/16/25 - 6/30/27 Description: SCUSD to participate in the education of a future supply of qualified Medical Assistant professionals for itself and surrounding communities. Educational program for the instruction of SCUSD students as "Student Trainees" which requires internship experience at River Bend Medical. **CURRICULUM AND INSTRUCTION DEPARTMENT** \$400 Full-time Cooperating Teacher Jessup University \$300 Pre-service M25-00009 □ No teachers No Match Description: MOU to provide student teaching, assisting, and observation Period: 5/1/25 - 5/1/30 experiences for Multiple Subject and Single Subject Credentials between Jessup University and SCUSD. Placements include literacy focus for all grades. **CHARLES A. JONES SKILLS CENTER** ☐ Yes Sutter Valley Hospitals \$0 A25-00016 \boxtimes No No Match Period: 4/1/25 - 7/30/30 Description: Extension and amendment to agreement for furnishing clinical and/or non-clinical experiences and the use of clinical facilities.

RECOMMENDED BID AWARDS - NUTRITION SERVICES

Producer's Dairy Foods

Elk Grove USD Piggyback Contract Renewal (Year 2) #780-23/24

Recommendation: Award renewal of Producer's Dairy Foods Piggyback Contract

Amount/Funding Source: \$972,629 / Child Nutrition

7/1/25-6/30/26: One-year renewal piggyback contract with Producer's Dairy Foods for fresh milk and dairy products with option to renew for one (1) additional year, for a potential three (3) year term if agreed by both parties and original contract is extended. Purchasing Services finds it in the best interest of the District to utilize the Elk Grove Unified School District's renewal dairy contract #780-23/24. The initial piggyback contract was approved by the District's Board of Education on June 20, 2024. Pursuant to Public Contract Code §20118, which allows school districts to piggyback on awards if compliant to the specifications set forth in the contract. Title 2, Code of Federal Regulations §200.18(e) allows efforts to promote cost-effective use of shared Agreements where appropriate for procurement or use of common or shared goods and services.

Items to be purchased under this contract are:

<u>Description</u>	Approx. Annual L	Jsage Approx. Net Sales
1% LOFAT HPT MINI	2,096,220	695,694.21
FAT FREE HPT MINI	374,580	116,745.44
BERKELEY YOG LF STR BX	11,103	32,584.59
BERKELEY YOG LF VAN	6,523	19,089.17
MARCEL'S LAC FREE FF 8 OZ ASP	101,979	88,018.10
PRODUCERS HOMO GAL	2,564	14,183.29
DANNON 4OZ STRWBAN 4OZ/48CS	21	346.36
KIKKOMAN SOY 8OZ 24CASE	119	4,844.46
WHOLE GL 2BX	54	653.16
YOP LF STRAW QT	36	164.28
BERKELEY YOG LF PEACH BX	12	35.44
HEAVY WHIPPING HG	24	207.72
HOMO HPT MINI	180	63.22
	2,593,415	972,629.44

RFP No. 22-0501 Fresh Produce Distribution

Bids Received: 10:00 A.M. May 09, 2025

Recommendation: Award to Produce Express, Inc

Amount/Funding Source: \$999,892.70 / Child Nutrition

This RFP was lawfully advertised on April 09, 2025 and April 14, 2025. This is a one-year bid with the option of two (2), one-year extensions. Purchasing Services recommend Produce Express, Inc., as the most responsive bidder meeting specifications and the Nutrition Services Department alignment with the City of Sacramento's Farm to Fork initiatives sourcing local items which sustains the local economy, reducing the carbon footprint and improving food quality. Items awarded are in line with the California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	AMOUNT
Produce Express, Inc	Sacramento, CA	\$999,892.70
General Produce Distribution	Sacramento, CA	\$958,637.50

RFP No. 25-26810SS, Nutrition Services Supper/Snack Direct Grocery

Bids Received: 10:00 A.M. May 09, 2025

Recommendation See Award Schedule Below

Funding Source: Child Nutrition

This RFP was lawfully advertised on April 11, 2025 and April 15, 2025. This is a one year bid with the option of two (2), one-year extensions. Purchasing Services recommends the listed vendors as the most responsive bidders meeting specifications. This is a line-item bid. Items awarded are in line with the California Government Code and Child Nutrition Reauthorization Act.

BIDDER	AWARDED LINE ITEMS	AMOUNT
Highland Beef Farms, Reston VA	1,2,3,4,5,6,7	\$480,936
Yang's 5 th Taste, So. El Monte, CA	14,15	\$174,045

RECOMMENDED BID AWARDS - FACILITIES PROJECTS

Project: Design Build Agreement for Ethel I. Baker ES New Construction

Recommendation: Award to John F. Otto dba Otto Construction

Amount/Funding: \$5,291,800; Measure H Funds

Recent state legislation (SB706) made significant changes to design build statutes, Education Code §22160-22169 et seq. SB706 requires that local agencies prequalify proposers before inviting those prequalified proposers to submit proposal sin response to an RFP. SB 706 also allows local agencies to continue employing alternative construction delivery methods indefinitely, utilizing both traditional "designbuild" and "best value" processes.

California continues to embrace the design-build project delivery method, particularly the progressive design-build model, with legislative efforts aimed at expanding its scope and ensuring its long-term use. This commitment is highlighted by the indefinite extension of design-build authority for schools and the expanded scope of PDB for various public works projects.

RECOMMENDED BID AWARDS - FACILITIES PROJECTS

Bid No: 0097-407 Abraham Lincoln ES Security Fencing

Bids received: 2:00 pm, May 19, 2025 Recommendation: Award to Pisor Fencing

Funding Source: Measure H

BIDDER BIDDER LOCATION AMOUNT

Pisor Fence Antelope, CA \$1,489,910
Martin General Rancho Cordova, CA \$1,708,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Transportation Bus Electrification

Recommendation: Brooke Electric LLC was awarded construction services at the

January 16, 2025 Board of Education Meeting for the Transportation Bus Electrification project. This project consists of addition of (4) Type 2 EV Chargers and (1) DC Fast Charger for Electrical Buses.

Original Construction Amount: \$242,327; Measure H Funds

Approve Change Order No. 1 Amount of <\$53,780> for Owners

Unused Allowance.

New Contract Amount: \$188,547; Measure H Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Rodan Builders	Matsuyama Campus Renewal	5/9/25
Brooke Electric	Transportation Bus Electrification	4/30/25

AGREEMENT FOR TRAINING BETWEEN

River Bend Medical Associates

AND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Charles A. Jones Career and Education Center

THIS AGREEMENT is made and entered into by and between River Bend Medical Associates, herein called "Contractor", and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, Charles A. Jones Carcer and Education Center, a political subdivision of the State of California, herein called "District

Recitals

- A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at 5735 47th Avenue, Sacramento, California.
- B. The District has an approved educational program for the instruction of SUPERVISOR, herein referred to as "Student Trainees," which requires internship experience at River Bend Medical Associates, The Contractor maintains a Business, which can furnish the appropriate experience and facilities.
- C. It is to the benefit of Student Externs/Interns that they be permitted to use the facilities of contractor, for their learning experience.
- D. It is to the benefit of Contractor to participate in the education of a future supply of qualified Medical Assistant professionals for itself and surrounding communities. This affiliation permits Contractor to more fully utilize and develop its community resources.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both the Contractor and District agree not to discriminate in the selection or acceptance of any Student Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
- B. Acceptance into student trainee programs offered by Contractor does not denote any promise of future employment. Contractor may employ those Student Trainees who have completed and have shown skills and behavior that qualifies them for employment.
- C. Each Student Trainee participating under the terms of this Agreement shall be enrolled at the District for academic credit.
- D. Each Student Trainee will be subject to policies, rules, and regulations of Contractor while on duty at Contractor's site.
- E. The District and Contractor each reserve the right to refuse to accept or to terminate assignment of any Student Trainee participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.

5. INSURANCE AND INDEMNIFICATION

The District and Contractor shall maintain in full force and effect during the full term of this agreement the following insurance or equivalent program of self-insurance:

- A. Commercial or comprehensive general liability insurance with a combined single limit, each occurrence, for bodily and property damage not less than \$1,000,000, with an annual aggregate limit not less than \$3,000,000.
- B. The District shall secure and maintain, for student interns working in the clinical portion of the program at Contractor, professional liability insurance in the amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Said insurance will remain in effect so long as the student intern remains a participant in the program.
- C. Contractor and the District shall each maintain worker's compensation insurance for their own employees, as required under state law; such insurance shall include employer's liability with a limit not less than \$2,000,000 for each occurrence.

Contractor shall defend, indemnify and hold District, its officers, employees, trainees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, students or agents. District shall defend, indemnify and hold Contractor, its officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, trainees, students or agents.

6. STUDENT STATUS

In reference to Workers' Compensation Insurance, it is understood that:

- A. Contractor is responsible only for the actions of its respective officers, agents, employees;
- B. District is responsible only for the actions of its officers, agents, employees, and students;
- C. Students assigned to Contractor are not employees of Contractor or members or employees of Contractor's organized staff.
- D. Contractor does not assume any liability as a result of damages or injuries, which arise from participants traveling to or from Contractor's premises.

7. PERIOD OF AGREEMENT

This Agreement becomes effective upon final execution and terminates until June 30, 2027 or unless earlier terminated, and may be renewed annually by mutual written consent at the end of its agreed period.

8. TERMINATION

Either party upon giving thirty days written notice may terminate the Agreement. Notice shall be deemed given when received by Contractor or District, or no later than three days after the day of mailing, whichever is sooner.

13. CALIFORNIA

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

Executed at Sacramento, California, on the day and year as noted below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Ву	
Date:	_
Janea Marking	
Chief Business Officer	

River Bend Medical Associates

NORCAL Insurance Company Certificate of Insurance

Certificate Holder:	Insured's	Name and Address:	Producer:
Garcia - Lee And Concepcion Medical	Garcia - Le	ee And Concepcion Med	cal Foundation Risk Partners Corp. dba
Group Inc.	Group Inc.		Pinnacle Brokers Insurance Solutions
A Medical Group Inc	A Medical	Group Inc	2125 Ygnacia Valley Road
7248 S Land Park Dr, Ste 205	7248 S Lar	nd Park Dr, Ste 205	Suite 200
Sacramento, CA 95831	Sacramen	to, CA 95831	Walnut Creek, CA 94598
Policy Number: 610766N	Effective Dat	e: 01/01/2025 Expir	ation Date: 01/01/2026
Insured Type: 🗵 Named Insured 🛘 In	nsured 🗆 Loca	um Tenens Cove	rage A Type: Shared Limits Separate Limits
Specialty: Organization			ed and includes coverage for the Insured shown for
issued for informational purposes only. NORCAL Insurance Company (NORCAL) Notwithstanding any requirement or prissued or may pertain, the insurance aff	It confers no rigand the certific ovision of any of orded by the phing certificate. An Insured's fa	ghts upon the certificate ate holder, nor does it a contract or other docum olicy is subject to the precipients of any policy	ent of premium. It is not an insurance policy and is holder and does not create a contract between amend, extend, or alter the policy's coverage. ent with respect to which this certificate may be ovisions of the policy. Changes, including declination of issuance or otice imposes no obligation or liability of any kind
Coverages and Limits of Coverage Prov			
Coverage A: Medical Professional Liability Insurance - Claims Made	Limits of Cov	erage:	
Retroactive Date: 06/01/1997	\$1,000,000	Each Claim limit	
	\$3,000,000	Aggregate Limit Per P	olicy Period
Coverage B: Administrative Defense Insurance - Claims Made	Limits of Cov	=	
Retroactive Date: 06/01/1997	\$50,000	Each Administrative F	roceeding or Employment-Related Civil Action Limit
	\$150,000	Aggregate Limit Per E	ndorsement Period
Coverage C: Information and Netwo	rk Limits of Cov	verage:	
Security Insurance - Claims Made			
Retroactive Date: 06/01/1997	\$100,000		y Privacy Proceeding , or Loss Limit
	\$300,000	Aggregate Limit Per E	ndorsement Period
By: NORCAL Insurance Company	Da	ate Issued: December 1	, 2024

Robert D. Francis President Kathryn A. Neville, J.D., CPCU Secretary

Kathryn a. neulle

MEMORANDUM OF UNDERSTANDING

AND AGREEMENT TO PROVIDE STUDENT TEACHING, ASSISTING & OBSERVATION EXPERIENCES for MULTIPLE SUBJECT, AND SINGLE SUBJECT CREDENTIALS. PLACEMENTS INCLUDE LITERACY FOCUS FOR ALL GRADES

This Memorandum of Understanding and Agreement to Provide Student Teaching, Assisting, and Observation Experiences ("Agreement"), is entered into this May 1, 2025, by and between the Jessup University ("University") and the Sacramento Unified School District ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the California Commission on Teacher Credentialing (CCTC) as a teacher education institution to provide teaching experience to students enrolled in the teacher preparation curricula of such institutions; and

WHEREAS, University is approved by the CCTC as a teacher education institution.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide a student teaching ("Teaching"), Assisting and/or Observation experiences in the schools or classes of District, based on mutual agreement by District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives. "Teaching" as used in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District. These employees will: a) hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District; b) be identified as a teacher excellence; c) have at least 5 years of teaching experience.

"Assisting" as used in this Agreement means active participation in specific and targeted functions of classroom teaching under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

"Observation" as used in this Agreement means observing multiple and specific grade levels, subjects and programs in the schools and/or classes of District under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

- B. The assignment of candidates of the University for "Teaching," "Assisting" and/or "Observing" experiences is by mutual agreement of the District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives.
- C. The assignment of a candidate of the University for "Teaching" in the District shall be deemed effective for the purpose of this Agreement as of the date the Student Teaching Plan is reviewed, complete and signed by District and University employee, through their duly authorized representatives. Jessup candidates are to be placed in full-time 16-18 week (600-hour minimum) student teaching placements in schools with identified English language learners, students with special needs, and students with a life experience that may result in a need for additional academic and or emotional support. PK-3 ECE Specialist Instruction Credential seekers may require fewer hours based on prior experience.

Candidates in Assisting and Fulltime Student Teaching placements require student video release and appropriate student technology use to complete the state CalTPA and Literacy Performance (LPA) video exams.

For PK-# ECE Specialist Instruction Credential placements, the LEA employed supervisors must hold a valid California teaching credential (with significant experience in early childhood education), hold a Master Teacher or higher-level Child Development Permit as appropriate to the field placement of the candidate being supervised, or have equivalent expertise such as an advanced degree or other evidence of professional competence and expertise in the field of early childhood education. They should have recent professional experiences in ECE settings where the curriculum aligns with California's Preschool Learning Foundations and Curriculum Frameworks. A minimum of 5 hours a week in lesson planning, problem-solving, classroom management student access to curriculum, and other student-related issues is required. Candidates must be placed in an appropriate setting that allows for video capture of students and/or support personnel for completing the CalTPA.

Fieldwork and student teaching placements for multiple subject candidates will be in self-contained classrooms. (Classes with a combination of grade levels can be considered.) Placements for Multiple Subject credential candidates must provide for supervised, guided practice that allows candidates to provide comprehensive literacy instruction, including initial or supplemental foundational skills instruction at beginning levels of reading (i.e., before children have typically developed fluency in decoding).

Placement site administrators and mentor(s) have been informed about and stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.

Student teachers within the district must be at sites that allow the student teacher to provide effective literacy instruction for all students. Specifically, the student teacher shall be at sites that allow for instructing students in the literacy areas of meaning making, language development, and effective expression.

Student teachers within the district must be at sites that ensure they can practice and implement screening and diagnostic techniques that inform teaching and assessment and early intervention techniques. Including strategies to identify and support students with Dyslexia as outlined in the <u>California Dyslexia Guidelines</u>

Student teachers within the district must be at sites that provide opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written language.

Fieldwork and student teaching placements for single-subject candidates should be in one department and may work with one or two LEA employed supervisors. The placement must provide opportunities for candidates to learn to recognize and advance students' progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression, to identify students with potential reading and writing difficulties that may be affecting students' progress in the specific subject area, and to collaborate with other teachers, specialists, and administrators from the school to determine and provide viable accommodations and initiate needed specialist referrals. Candidates shall be allowed to video record themselves teaching in the fieldwork and/or student teaching placement classroom with written parent permission. Candidates will not post or share any such video recordings, except to the University learning management system or to the CTC-approved site for the required Teaching Performance Assessments (TPAs).

The assignment of a candidate of the University for "Assisting" in the District shall be deemed effective for the purposes of this Agreement as of the date an Assisting Letter is reviewed and signed by the District, through their duly authorized representatives. All Jessup "Assisting" clinical hours will be completed in a Title 1 school.

The assignment of a student of the University for "Observing" in the District shall be deemed effective for the purposes of this Agreement as of the date an Observation Letter is reviewed signed by the District, through their duly authorized representatives.

D. District for good cause, may refuse to accept "Teaching", "Assisting", or "Observing" students from University. Additionally, District for good cause, may terminate any student's "Teaching", "Assisting", or "Observing" experience.

II. UNIVERSITY RESPONSIBILITIES

A. University "Teaching" candidates will have an assigned University Supervisor. This Supervisor will meet with District (principal(s) and the LEA employed supervisors (s)) to review and clarify the University's Field Experience Manual including number of observations, starting and ending dates, orientation to Teacher Performance Expectations and Teacher Performance Assessments, and honorarium process.

University "Teaching" candidates will teach in the District, based on mutual agreement by District and University, for a term as agreed to on the Student Teaching Plan. The candidate will be concurrently enrolled in University coursework, which supports their "Teaching" experience.

University "Assisting" candidates will assist in the District, based on mutual agreement by District, for a term as agreed to on the Assisting Letter. The candidate will be concurrently enrolled in University coursework, which supports their "Assisting" experience.

University students will "Observe" in the District, based on mutual agreement by District, for a term as agreed to on the Observation Letter. The student will be concurrently enrolled in University coursework, which supports their "Observing" experience.

B. University "Teaching" candidates will posses valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the California Basic Educational Skills Test (CBEST), passed all California Subject Examinations for Teachers (CSET) and have T.B. Clearance.

University "Assisting" students will posses valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the CBEST.

University "Observing" students will posses valid CCTC Certificates of Clearance (LiveScan/Fingerprinting).

c. Provide LEA employed supervisors 10 hours of training regarding best practices regarding cognitive coaching, adult learning theory, current content-specific pedagogy, and instructional practices.

III. HONORARIUM FOR COOPERATING TEACHERS (TEACHING) and Content Mentors

In support of a University candidate who is "Teaching", the University will pay the LEA employed supervisors and/or a Content Mentor an honorarium for the performance of all services required to be performed by District and University under this Agreement and listed in the Field Experience Manual for Student Teaching. The LEA employed supervisors must complete a W-9 and sign an Independent Service Agreement. The honorarium is for serving as full-time Cooperating Teacher is four hundred dollars (\$400.00) per 8 week student teacher supervision placement completed in a semester within District. The Content Mentor honorarium is three hundred dollars (\$300.00) to support up to four pre-service teachers in one semester. The honorarium is paid within 30 days of the completion of the student teaching supervision experience, providing the University has completed W-9, Independent Service Agreement.

If the University terminates the assignment of a student to teach in District, the LEA employed supervisors shall receive payment of an amount for such student as though there had been no termination of the assignment.

If the District terminates the assignment of a student to teach in District, the Cooperating Teacher shall receive a prorated amount based on the number of completed weeks of teaching.

IV. RELEASE

The District grants permission to the University to use the District name without payment in diverse public settings for presentations, publications and web-based/electronic media.

V. INDEMNITY

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

VI. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to this Agreement as additional insured;
 - Commercial General Liability coverage shall include Sexual Abuse and Molestation coverage;
 - o Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;
- Workers' Compensation coverage with statutory limits; and
 - o Employers Liability coverage with limits of not less than \$1,000,000 per occurrence.

Each insurance policy required above shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the other party to this Agreement.

District and University, upon request of either party, shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VII. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties shall attempt to resolve the dispute through mediation and, failing a resolution through mediation, shall settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VIII. GENERAL PROVISIONS

- A. Term of Agreement. The term of this Agreement shall commence on May 1, 2025 and shall terminate on May 1, 2030.
- B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who

at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

- C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.
- G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Phillip Escamilla
Vice President of Academic Affairs
William Jessup University
333 Sunset Blvd.
Rocklin, CA 95675

To District:

Sacramento City Unified School District

5735 47th Avenue

Sacramento CA 95824

Tina Alvarez-Bevens, Contracts Dept

and

General Counsel William Jessup University 333 Sunset Blvd. Rocklin, CA 95765

H. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the date written above

William Jessup University	District
Ву:	Ву:
Phillip Escamilla, Ed.M., J.D. Name	Janea Marking Name
<u>Vice President of Academic Affairs</u> Title	Chief Business & Operations Officer

Date	Date

*

FIRST AMENDMENT TO THE STUDENT EXPERIENCES AGREEMENT

This First Amendment to the Student Experiences Agreement (this "First Amendment") is entered into as of April 1st, 2025 (the "First Amendment Effective Date"), by and between the hosting entities listed in Exhibit A-1 ("Hosting Entities"), and CHARLES A. JONES CAREER & EDUCATION CENTER. (SACRAMENTO CITY UNIFIED SCHOOL DISTRICT) ("School").

BACKGROUND

- A. Facilities and School entered into that certain Student Experiences Agreement, dated April 1st, 2025 (the "Agreement") wherein Facilities provide certain educational experiences to Student enrolled in Programs at School.
- **B.** The parties wish to amend the Agreement to extend the term of the Agreement, and modify the Agreement, as described in this Amendment.

The parties therefore amend the Agreement as follows:

<u>AGREEMENT</u>

- 1. Section 9(A), Term, is hereby extended through July 30, 2030.
- 2. <u>Amendment to references to "[Hospital/Foundation]" in the body of the Agreement</u>. The Agreement is hereby amended by replacing all references to "[Hospital/Foundation]" in the body of the Agreement with "Facilities."
- 3. <u>Exhibit A</u> is hereby deleted in its entirety and replaced with <u>Exhibit A-1</u> and <u>Exhibit A-2</u>, attached hereto and incorporated herein.
- 4. Except to the extent specifically indicated to the contrary in this First Amendment, capitalized terms used in this First Amendment shall have the meanings given to them in the Agreement. Except as otherwise expressly modified by this First Amendment, the Agreement is and shall remain in full force and effect as written. Except as set forth in this First Amendment, no other changes are made to the Agreement and any terms not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the First Amendment Effective Date.

HOSTING ENTITIES	SCHOOL
Sutter Health	CHARLES A. JONES CAREER & EDUCATION CENTER (SACRAMENTO CITY UNIFIED SCHOOL DISTRICT)
Ву:	n
Name:	Ву:
	Name: Janea Marking
Title:	Title: Chief Business Officer
Date:	Date:

EXHIBIT A-1

"Hosting Entities" means the following legal entities:

- Sutter Valley Hospitals, a California nonprofit benefit corporation
- Sutter Bay Hospitals, a California nonprofit benefit corporation
- Sutter Valley Medical Foundation, a California nonprofit benefit corporation
- Sutter Bay Medical Foundation, a California nonprofit benefit corporation
- Samsun Clinic, a California nonprofit benefit corporation
- Sutter Visiting Nurses Association and Hospice, a California nonprofit benefit corporation
- Sutter Coast Hospital, a California nonprofit benefit corporation

EXHIBIT A-2

Facilities

ra:	cilities		
Ambulatory Clinics with Multiple Locations: https:/	/www.sutterhealth.org/		
Sutter Medical Foundation Clinics			
Sutter Gould Medical Foundation Clinics			
Sutter Sansum Clinics			
Palo Alto Medical Foundation Clinics			
Sutter East Bay Medical Foundation Clinics			
Sutter Pacific Medical Foundation Clinics			
Acute Care Facilities and F	lospice/Home Health Locatio	ns:	
	2450 Ashby	Berkeley, CA	94705
Alta Bates Summit Medical Center	Avenue 350 Hawthorne	Oakland, CA	94609
	Avenue		94009
	3700 California Street	San Francisco, CA	94118
	Castro & Duboce Street	San Francisco, CA	94114
California Pacific Medical Center	2333 Buchanan Street	San Francisco, CA	94115
	3555 Cesar Chavez Street		94110
Sutter Delta Medical Center	3901 Lone Tree Way	Antioch, CA	94509
Eden Medical Center	20103 Lake Chabot Road	Castro Valley, CA	94546
Mills-Peninsula Medical Center	1501 Trousdale Drive	Burlingame, CA	94010
Novato Community Hospital	180 Rowland Way	Novato, CA	94945
Sutter Lakeside Hospital	5176 Hill Road East	Lakeport, CA	95453
Sutter Santa Rosa Regional Hospital	30 Mark West Springs Road	Santa Rosa, CA	95403
Sutter Maternity & Surgery Center	2900 Chanticleer Avenue	Santa Cruz, CA	95065
Sutter Amador Hospital	200 Mission Boulevard	Jackson, CA	95642
Memorial Hospital Los Banos	520 West I Street	Los Banos, CA	93635
Memorial Medical Center, Modesto	1700 Coffee Rd	Modesto, CA	95355
Sutter Auburn Faith Hospital	11815 Education Street	Auburn, CA	95602
Sutter Center for Psychiatry	7700 Folsom Boulevard	Sacramento, CA	95826
Sutter Davis Hospital	2000 Sutter Place	Davis, CA	95617
Sutter Medical Center, Sacramento	2801 L Street	Sacramento, CA	95816
Sutter Roseville Hospital	One Medical Plaza	Roseville, CA	95661

Sutter Solano Medical Center	300 Hospital Drive	Vallejo, CA	94589
Sutter Tracy Community Hospital	1420 N Tracy Blvd.	Тгасу, СА	95376
Sutter Care at Home - Salinas	19045 Portola Drive	Salinas, CA	93908
Sutter Care at Home - Santa Cruz	2880 Soquel Avenue, Suite 10	Santa Cruz, CA	95062
Sutter Care at Home - San Jose	4850 Union Avenue	San Jose, CA	95124
Sutter Care at Home - San Mateo	1700 South Amphlett Blvd.	San Mateo, CA	94402
Sutter Care at Home - San Francisco	2800 Leavenworth Street	San Francisco, CA	94133
Sutter Care at Home - Marin	100 Rowland Way	Novato, CA	94945
Sutter Care at Home - Santa Rosa	110 Stony Point Road	Santa Rosa, CA	95401
Sutter Care at Home - Alameda	1105 Atlantic Avenue	Alameda, CA	94501
Sutter Care at Home - San Leandro	1651 Alvarado Street	San Leandro, CA	94577
Sutter Care at Home - Concord	5099 Commercial Circle	Concord, CA	94520
Sutter Care at Home - Modesto	1316 Celeste Drive	Modesto, CA	95355
Sutter Care at Home - Sacramento	8330 Ferguson Avenue	Sacramento, CA	95828
Sutter Care at Home - Roseville	3001 Lava Ridge Court	Roseville, CA	95661
Sutter Care at Home - Yuba City	400 Plumas Blvd.	Yuba City, CA	95991
Sutter Care at Home – Lakeport	889 Eleventh Street	Lakeport, CA	95453
Sutter Coast Hospital	800 E. Washington Blvd.	Crescent City, CA	95531
Sutter Coast Health Center	785 E. Washington Blvd., Suite 10	Crescent City, CA	95531
Sutter Coast Home Health	785 E. Washington Blvd., Suite 15	CA	95531
Sutter Coast Community Clinic	780 E. Washington Blvd.	Crescent City, CA	95531
Sutter Coast Health Center at Brookings-Harbor	555 5th Street, Suite 2	Brookings, OR	97415
Sutter Imaging Center at	555 5th Street,	Brookings, OR	97415

EXHIBIT F BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Hospital Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

A. Background Checks Requirements

School shall provide proof of a lawful background check for each Student by attestation as demonstrated in Exhibit B; School shall additionally and separately provide Facilities with a deidentified copy of any background check that contains derogatory information. The background check shall be conducted when Student enters the Program and reported to Facilities at least thirty (30) days prior to the start of the Experience. If School has provided a background check for a Student, a second background check will not be required prior to the Student participating in an additional Experience at Facilities so long as the Student has remained continuously enrolled in the Program. Facilities is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Facilities policy; a county criminal background search in each county where the Student has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (http://oig.hhs.gov/fraud/exclusions.html; https://www.epls.gov/; http://www.medical.ca.gov/references.asp). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

B. Background Check Vendor

School may use a background screening company of their choosing but said company must adhere to standards established by the National Association of Professional Background Screeners. Facilities recommends the following preferred vendor:

Corporate Screening: www.CorporateScreening.com / www.VerifyStudents.com

C. For Students or Instructors currently employed by Facilities

Facilities employees who are also Students or Instructors are not considered employees of Facilities while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.

- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.
- **D.** Health Screening Process. The following health screening requirements apply to both Students and Instructors of School:

Demonstrate the absence of tuberculosis (Annually)

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
 - o (can be declined)
- Annual influenza
 - (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Facility and County requirements)

Demonstrate the absence of controlled substances:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine
- **E. Provision of Documentation**. Facilities reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.

ISSUE DATE CERTIFICATE NUMBER CERTIFICATE OF INSURANCE 12/03/2024 25-034981 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS INSURER NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE SUTTER INSURANCE SERVICES CORPORATION POLICY, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. PACIFIC GUARDIAN CENTER, MAUKA TOWER COMPANY AFFORDING COVERAGE 737 BISHOP STREET #2100 COMPANY HONOLULU, HI 96813 SUTTER INSURANCE SERVICES CORPORATION COVERAGE INSURED THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN Sutter Health ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD 2200 River Plaza Drive INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY Sacramento, CA 95833 CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY POLICY LIMITS POLICY NUMBER TYPE OF INSURANCE EFFECTIVE DATE EXPIRATION DATE **GENERAL LIABILITY** \$5,000,000 EACH CLAIM SIS-2025-1 1/1/2025 1/1/2026 COMMERCIAL GENERAL LIABILITY \$5,000,000 AGGREGATE RETRO DATE: 10/1/86 (SH) PROFESSIONAL LIABILITY \$5,000,000 EACH CLAIM HOSPITAL PROFESSIONAL LIABILITY SIS-2025-1 1/1/2025 1/1/2026 \$5,000,000 AGGREGATE RETRO DATE: 10/1/86 (SH) \$ **EXCESS LIABILITY** EACH CLAIM **EXCESS LIABILITY** S **AGGREGATE** RETRO DATE: OTHER REASON FOR INTEREST Evidence of coverage. This generic certificate provides evidence of insurance coverage for the Named Insured. This certificate does not support any agreements for indemnification or hold harmless on behalf of any party not specifically indicated as a Certificate Holder. This certificate is not a contract, guarantee, or warranty on behalf of the Named Insured. **CANCELLATION CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 Sutter Health DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT 2200 River Plaza Drive FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY Sacramento, CA 95833 KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. Gena C. Peyton Gena Peyton, President/CEO

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23	LETTUCE GREEN LEAF FILLETS, 10 - CASE	ti-	1035	178	505.00	1754		\$28 949 00
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11	P-C 100 CCOLUSEAW, 3: 31AC	Ω_{T}	827	1	91100	90,3796		3644.00
14	PC CANTALOUNG CUIDES: 4.5° C%	C+	(216)	300	623-00	\$115/4		107/00
_13	P4C CANTALACES, CUBBS, 5- FRAY	Fa	112	14	329.35	20.00		42 0/2-00
-30	Psc CARROT SHIP D. 5: BAG	He?	261	19	59.00	IT CO'E.		\$3,930-01
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Line Hern	Product Description	Una	Approx Annual Usage	Purposed Case Pack Sure	Unit Delivered Cout	Einst Cost per lb or Each Cost	Extended Co
1	APPLE WHOLE VARIETY, 125 COUNT	C1	279	125a	\$25.75	\$9.21	57,184.25
2	APPLE WHOLE VARIETY, 138 COUNT	Cs	4207	13841	525.33	\$0.19	\$108,330.25
3	APPLE MODE, 125 COUNT	Cs	83	4	20	2	\$6.00
4	BANANA 3 COLOR (GREENER), CASE	Cs	- 70	404	\$21.73	35 62	51,732.98
- 5	BANANA 4 COLOR (BREAKING), CASE	CX	1044	83F	SETE	50.62	\$23,839-00
6	BANANA 5 COLOR (GREEN TIP), CASE	Cs.	1845	40.1	\$24.75	\$0.62	\$45,663.75
2	BANANA AMIGOS OREEN TIP. CASE.	Cs	651	404	\$21.75	10 07	\$36,186.30
	HANANA SINGLE 150's, CASE	Cs	6.56	1994	525 75	\$8.65	516,577.00
9	BANANAS FOR INSTITUTION, CASE	Cs	430	101	521.75	50.62	\$10,842.50
10	HELL PEPPER GREEN, 5= BOX	Bx	300	fa	58.50	\$1.70	\$2,550.00
11	BELL PEPPER GREEN, 25 = BOX	Be	200	251	\$25.75	50.03	\$8.130.00
13	NELL PEPPER RED, 5/ BOX PEPPER, POREANO 25-BCT	Dis.	502 200	10=130	\$10.75	SI 19	\$3,396,50 \$3,900.00
14	CILANTRO HKN LOL J HUF BAG		1100	No.	51.29	10.13	\$2,425.00
15	CIRCUMBER SUPER SELECT, SE-CASE	Dg Cv	121	for .	\$29.75	10.0	\$3,999.29
16	CUCUMBERS/6EACH, HAG		1107	Sea	\$5.75	50.56	\$6 365 25
17	GARLIC WHOLE PEEL, 3º BAG	Hg	88	34	\$12.75	N.H	\$1,12200
18	GRAPE GREEN SEEDLESS LUNCH BUNCH, 181 CA	ng Cs	510	100	515.15	\$1.99	\$18.EX2.50
18	GRAPIC RELESSICISTES LUNCIL BUNCH, 187 CA	Ci	568	100	50.35	\$1.98	\$11,170.00
.20	GREEN ONION BKN LOL: 3 LABAG	Hg .	208	bca.	\$1.63	30.53	\$232.00
22	KIWI GREEN VOLUME FRIL 108 CT	Ct	727	10 1 ca	510.73	10.18	529.621.25
22	LETTUCE GREEN LEAF BKN LOT, FACIL	Ea .	261	1040	50.90	\$8.90	521130
21	LETTUCE GREEN LEAF HEAT TO CASE.	Ca.	1035	10-	50.75	\$2.18	52A341.23
24	NECTABOR VIII. 25: 64 SEE	Cs	78	350	\$29.75	\$1.15	\$2,242.50
25	NECTABLE VALL, 25° - 70 SIZE	Cs	338	250	SIR 75	\$1.13	\$15,467.10
36	OG CARROT WIP HABY RAINBOW, 4-5" CASE	Cs	237	£15.6	632.75	51.61	\$1763.75
27	ONION RED 5° BEN LOT, 5° BAG	Ng.	919	58	\$4.50	91.90	\$4.155.50
- 28	ORANGE HLOOD, 204 CASE	Cs	99	204	25.71	11.75	\$2,149.21
70	DRANGE CHOICE NAVEL 138 CHONT	- 0	2737	138.0	627.75	50 20	\$75.951.75
30	ORANGE CHOICE VALENCIA, 113 COUNT	Cs	133	itha:	C27.75	u s	\$1.746.75
II	P-C BROCCOLLELORETS, 30 DAG	Bg	291	To .	\$7.00	211	\$2,037.00
12	P-C HROCCOLLH-ORETS, 4/3+ CASE	Cv.	1666	4/34	525.25	32.11	\$17.899.10
-33	ISC BROCCOLLSLAW, 3# BAG	D _B	827	10	59.75	\$3.25	58.063.75
11	P.C.CANTALOUPI, CUITES, 4/34/CS	Cs.	216	434	611.76	62.79	\$17,042.00
35	PC CANTALOUPS CUBES, 34 TRAY	t's.	312	ta	\$13.75	\$2.95	\$1,657.00
36	PC CARROY SHIED, SEBAG	- Bg	204	te	\$4.75	11.73	\$1.785.00
N7	PC CARROT SHRED, 4/3+ CASE	Cv	176	111	SILTS.	\$1.59	\$13,111,00
111	ISC GELERY 4" NUCEN 5-110G	:0g:	300	34	\$6.95	\$1.39	52,007 day
.59	PCCELERY SIES 4", 45 US	-2	279	156	573.95	11.50	55.647.05
(i)	PSC CILARTIBACHOPPED, 1 - 103G	Hu	318	1=	515.25	\$65.71	\$3,000.00
17	P-C COLLSLAW, 4.5 CASI	C/	110	410	536.75	41.11	12-117 to
12				ta	90.8	\$2.35	\$2.185.6u
-13	DC CUCIMBERSI WSERCLE'S 1000	Hg	526	ta .	503.25	12.33	
-0	PC HOSEVIEW COMES, 1: 18AY. PC HOSEVIEW COMES, 1: 2: CS	Ea .	124	Activ	559 75	12.99	57,409 00
-65		Ci		MACON III	\$1275	\$2.55	57,409.00
-46	PC IICAMA STICKE F 1846 PC IICAMA STICKE LS CASE	Na.	739	4.74	547.75	32.09	505,207.25
-17	PC ONION RED DICED SAC, 5 - BAG	Er.	168	100	370.79	52.15	\$1,806.00
18	P-C ONION YELL DICED 3 8" 4 5 - CS	11 ₂	108	NA.	C-5-71	SLIP	\$1,659.25
49	BC BANA TOLEBRET T. B. WATER		560	38	8171	54.34	\$7,823.23
565	PC 200MA20 CH0028 B = 2 CASI	Da:	369 -1145	16/2=	\$19.75	94.9	\$81,765.00
3)	BC SHIED LETT OF A CASE	114	969	1/24	\$19.73	50.99	\$19,137.33
- 52	PC SBR10 (ATT 1 SCHENT OF A 100)	101	969	24	16.75	\$1.15	3310 53
33	DC WATERSHIPS CHUNKS, 4 3 CASI.	100	129	(4)	355, 25	\$2.79	\$2,101.23
54	PE VAMARIER 1 x 8 8°, 5° 11MG	the .	71	4a	351.51	52.75	9976-25
3.5	PEACH V-011 23 - 20 SE/1	- C-	27%	27+	85073	\$1.15	\$7,993.50
56	PEACH VALLES - 64 SMI	12.	63	97	53625	51.13	SURTI 25
57	PEAR ASIAN TEAYER 72 GROWT	100	83	78/1	\$37,75	50.53	\$1.133.25
58	PEAR LIPSCH BOS CASO	101	(44)	104	\$33.10	50 W	\$51,226.30
50	PLAS SENIAR SSAP, RY-CASE.	-5-	250	10+	533.75	\$3.40	58 137,50
544	PERSIMMON DAY OF LOOSE 25 CASE	- 0	267	294	\$91.71	\$1.19	54.645.25
pd.	19.13M BLACK 40-45 28, CASI	Ch.	256	25+	529.73	\$1.03	\$7,360,00
11.0	DUNIBLIAN PER SEL SE COM	Es	1314	382	\$28.15	Gaid.	537,921 25
6.1	POTATO RUSSET 120 CHEST	Cv	1642	13007	\$14.75	50 13	\$21,319:10
nr.	STRAWITERY DRISCOLL STATES	Cs	146	\$13.4	\$35.75	(62)	\$3.759.50
	STRAWN/BRY EX-PASCY ST. ITAL	10	2473	8.11	529-79	\$372	\$63 679,25
15.75	STRANDERRY OKLUSICY AT TEAT	E.	101	871	\$25.75	53.22	92.347.64
66							
66 67			591	12015/1	\$10.75	ALS	51,648.03
66 67 68	TOMATO GRAPE (TOME) AT 1 TATE AND A CASE. TOMATO GRAPE (1008), 28 CASE.	Es Co	046	12PIN1 20+	\$20.75 \$24.75	AL 25 54.24	SAGANGU SAGOVA (III
57	TOMATO GRAPE CLAMSHELL 12-PL-CASE	Li	534			ML-CI	

ReddonName Produce Express Fotal Bid Price

Bid Total

\$887,896,45

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SCUSD Direct Grocery Bid 25-26810SS Score Sheet

fangs- 5th Taste 14,15 5 fotal Awarded \$ 6 fotal	Vendor	AWARDED LINES	AWARDED AMOUNT
1,2,3,4,5,6,7 \$ 14,15 \$ \$			
2	Highland Beef	1,2,3,4,5,6,7	\$ 480,936.00
	/angs- 5th Taste	14,15	\$ 174,045.00
	Fotal Awarded		\$ 654,981.00
			Ψ

Vendor	Vendor Total RFP Cost Awarded	Vendor	Points Awarded	Award Notes	Shipping Point: City/State	Cost 0-50	Service 0-45	Shipping Point: City/State Cost 0-50 Service 0-45 References 0-40 Total of 130	Total of 130
General Produce	\$958,637.50		123			20	33	40	123
Produce Express		Award	125	Although the overall cost is higher we are awarding this to Produce Express. General Produce had large issues with pricing this past year, resulting in large credits and loss of trust in pricing. Also, Produce Express's long term history and focus on Local Sourcing is critical and key to our success. General Produce struggled and many times unable to source these items.					
	\$999,892.70					45	40	40	125

Name of Person Scoring	Vendor	Cost 0-50	Service 0-45	References 0-40	Total of 130
Karen Weber	Produce Express	45	40	40	125
	General Produce	50	35	40	125
Diana Flores	Produce Express	45	40	40	125
	General Produce	50	30	40	120
Kyrstie Neumann	Produce Express	45	40	40	125
	General Produce	50	35	40	125
		Avg Cost	Avg service	Avg Ref	
	Produce Express	45	40	40	125
	General Produce	50	33	40	123
Total Score of Possible 390	Produce Express	375			
	General Produce	370			
Average Total Score	Produce Express	125			
	General Produce	123			

(This Attachment is to be included in a separate envelope as part of the RFP #0108-461 Proposal)

Exhibit B

PRICE PROPOSAL New Ethel I. Baker Elementary School - RFP #0108-461

The undersigned hereby offers, in the amounts stated below, to furnish all services and to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits, for the design, DSA approval, and construction of the above referenced project, in accordance with all the provisions of the Request for Proposals, including all attachments, and to the satisfaction of the District.

The Respondent also hereby agrees to enter into contract for this design-build project if the District accepts this Proposal. Do not make any edits to the table below. Respondent shall provide the following bid amounts:

Design Phase Services through Final DSA Approval, including, without limitation, all associated costs for all design-phase services	FIXED PRICE \$5,137,300	
Project Specific Professional Liability Insurance Policy- \$5 Million	FIXED PRICE \$154,500 ALTERNATE FIXED PRICE, \$10 MILLION POLICY \$309,000	
Construction Pt	nase Services:	
*General Conditions (Attached hereto is a list of the allowable General Conditions items)	FIXED PRICE Cost per month \$107,200	
**Cost of Bonds and Insurance required in the Design-Build Agreement. This same % will be used once the Guaranteed Maximum Price is determined. [Excludes Builders Risk Insurance, which will be assessed at time of GMP]	Price expressed as a percent%	
***Construction Phase Services Fee (Design-Builder's Fee) (Note: this does not include the cost of performing the construction and direct costs, but shall cover Design-Builder's Overhead and Profit associated with providing said services. This same % will be used once the total GMP amount is determined.)	Price expressed as a percent 3.00 %	

(This Attachment is to be included in a separate envelope as part of the RFP #0108-461 Proposal)

Respondent agrees that the above fees will be binding on Respondent and included in the Guaranteed Maximum Price to be established in the Guaranteed Maximum Price Amendment to the Design-Build Agreement. The District reserves the right to reject any and all proposals or to waive any irregularities.

*Allowable General Conditions are for the items attached to this Price Proposal form. They do not include any of the direct costs of the construction phase work or the Construction Phase Services Fee. If the duration of the Project is adjusted later, the monthly rate will remain the same.

**The cost for bonds shall be inclusive of all of the bond requirements in the Design-Build Agreement and General Conditions. The cost of professional liability insurance is to be included in the fixed price for design phase services. The percentage provided will be fixed and it will be applied against the actual direct costs, general condition costs, Construction Contingency, District Contingency, and any Allowances, all as will be finally established in the Guaranteed Maximum Price Amendment.

***Construction Phase Services Fee shall be inclusive of all Respondent's profit, all price risk assumed in guaranteeing a Guaranteed Maximum Price for Project construction, all overhead and administrative costs, any other fees or expenses expended or incurred when necessary for the performance of the construction services, and any other ancillary costs necessary to provide services for the turnover of the Project to the District in a condition fit for its intended use. The percentage provided will be fixed and will be applied against the actual direct cost of the construction work plus the general conditions amounts. General Conditions costs and the cost of bonds are not part of Construction Phase Services Fee.

In submitting its proposal as described herein, Proposer agrees it has reviewed and agreed to all terms stated in this RFP.

The undersigned further acknowledges receipt of the following Addenda:

NO. 1 NO. 2 NO. 3 NO. 4	DATE 3/14/2025 DATE 4/1/2025 DATE 4/25/2025 DATE 4/29/2025	NO DATE NO DATE NO DATE NO DATE	(Include All Addenda Received)
Name of	f Proposer		
John F.	Otto, Inc. dba Otto Con	struction	_
BY:	Signature Natalie Hayward Type/Print Name		Vice President/Estimating & Preconstruction Title
	Signature		Title
	Type/Print Name		 ,
	Signature		Title
	Type/Print Name		_
DATE	05/09/2025		

The proposed fees must be submitted on this Fee Proposal Form, completely filled out and in a separate sealed envelope with the Proposal security, Life Cycle Costs analysis, and subcontractor list (if required), identified as the Price Proposal, and delivered to the location listed in the RFP, or it will be disregarded

Exhibit 1 to Price Proposal - General Conditions costs

32. Weekly SWPPP Housekeeping

33.

- Operations Manager
- Project Manager
- Project Superintendent
- Project Coordinator
- Scheduler
- Field Engineer
- Draftsman/Detailer
- Field Accountant
- Project site administrative (e.g., time keeper/checker, data entry, etc.) 4.3.6.5.9.9

41. O & M manuals and other close-out documents

42. Final cleaning

Drug testing and fingerprinting 36. Safety and first aid supplies 37. Drug testing and fingerprintin

Drinking water

35.

34. Project signs

39. Security guards/watchmen 38. Temporary fire protection

40. Record Drawings

- Certified payroll Clerk <u>⊝</u>
- Safety & E.E.O. Officer
- Building and site layout <u>~</u>i
- Sick leave and Vacation time (Job site staff) 3.
- Quality Control Program 4
- 15. Telephone charges (including cell phones)
- 16. Internet and wi-fi charges
- - Temporary power 17.
- Construction water Temporary lighting ∞. 6
- Contractor-owned equipment 20.
 - Small tools 21.
- Office trailer (including shared office space for Construction Manager and Inspector of Record) 22
- Storage trailer and tool shed
- Office furniture and equipment (including computers, tablets, etc.) 23.
 - Copies/miscellaneous printing 25.
 - 26. Postage/overnight mail
 - 27. Job office supplies
- 28. Project photographs
 - 29. Temporary toilets
- 30. Temporary fencing/enclosures 31. Dumpsters and recycling receptacles

1			Section 00 42 00 - PF	ROPOSAL FORM
2 3 4	PROPOSAL	. FOR: Sacramento	City Unified School Distric	t
5 6	TO:		Unified School District e, Sacramento CA 95824	
7 8	COVERING	BID PACKAGE: BP #0	0097-407, Abraham Lincoln	ES Security Fencing
9 10	SUBMITTER) BV: Martin Conor	ral Engineering, Inc.	
11	OODIVIITIEE	Name of Bidder	ar Engineering, Inc.	
12		12485 Quicks	silver Dr. Rancho Cor	dova, CA 95742
13		Address		
14 15			5-8101 FX: (916)355-	8108
16		Phone #/Fax #:		
17	Licensed in a	accordance with the Co	ontractors State License Boa	rd Description of Classifications. Registered with the
18 19 20	Department	of Industrial Relations.		may be obtained from the Contractors State License
21 22	License num	ber: <u>844279</u>	License type: <u>A&C1</u> 3 Lice	ense expiration date: 8/31/2026
23 24	Public Works	Contractor DIR Regis	tration #_1000001824	Expiration date: _6/30/2025
25 26	Bidder:			
27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	the Pre-Bid Cof the Notice Bond, the Pre-Bid Composed the Pre-Bid Composed the Proposal, and Pre-Bid Contract Documents of the Proposal, and Pre-Bid Contract Documents of the Proposal, and Pre-Bid Contract Documents of the Proposal, and Pre-Bid Contract Documents of the Pre-Bid Contract Documents of the Proposal, and Pre-Bid Contract Documents of the Pre-Bid Contract Documents	Conference, and that Bide to Bidders, the Instruent of the Instruent of the Es, Exhibits, the Technic ect pertinent to the corus Materials Requirem ditions affecting the Wotransportation, tools, end the Work included incuments.	dder has carefully examined to actions for Bidders, the Proper Payment Bond, the General Specifications, the Contrastruction of the above-referents, and the Preliminary Coork, Bidder hereby proposes quipment, services and other the Bid Package indicated and in the Bid Package and sproposal includes the Works	authorized representative attended the full duration of the Site, the proposed Contract Documents consisting osal Form, the Agreement for Construction, the Bid ral Conditions, the Special Provisions, the General ot Drawings and Plans, any and all Addenda prepared enced Project, the Contractor's Guarantee and Bond, construction Schedule, and further, being familiar with and agrees to furnish and provide all labor, materials, or facilities necessary and required for the expeditious above, in strict conformity with said conditions and fully understands the Scope of Work required in this fix of all trades within the Bid Package covered in the Contract shall be in fact a Prime Contractor to the
42 43 44	District and a	agrees that its proposa with the intent of the Co	al, if accepted by the Distric	t, will be the basis for a contract with the District in
45 46 47	Section 00 73	3 00, subject to liquidat	ted damages as specified in	ckage within the time indicated in Special Provisions Special Provisions Section 00 73 00.
48 49	The undersig	ned has the authority	so bind Bidder to these rep	presentations and agreements.
50 51	Signed	166	5/19/2025 Date	Affix Corporate Seal Here
52	Adrian Ma	rtin	_	
53	Print Name	4.40		
54 55	Vice Pres	taenc	_	

Sacramento City Unified School District Abraham Lincoln Security Fencing Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates, made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee as liquidated damages. If agreements and bonds are not executed, or if this proposal is not accepted within the time set for submission of bids (refer to Instructions to Bidders Section 00 21 13), or any extension thereof the check or bid bond shall be returned.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda, in accordance with Instructions to Bidders, Section 00 21 13, Article I, Para D, Section 1.02.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO1_	DATE 5/12/25	NO DATE_	
	DATE 5/12/25	NO DATE	
NO	DATE	NO DATE	
NO	_DATE	NO DATE	

(Include All Addenda Received)

Adrian Martin

Print Name

Vice President

Title

1. TOTAL BID: Lump Sum (in words)	Hundred Eighty Thousand & 00/100	Dolla
Lump Sum (in figures)	\$_1,480,000.00	
 Allowance for unforeseen conditions; equal to, Ten (10)%) of TOTAL BID 	\$ <u>148,000.00</u>	

TOTAL BASE BID equals sum of Items 1 and 2 above. The undersigned proposes to provide and construct the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount of:

TOTAL BASE BID (in words):

One Million Six Hundred Twenty Eight & 00/100

DOLLARS

TOTAL BASE BID (in figures):

\$ 1,628,000.00

Signed (Signature of Bidder) Adrian Martin

Martin General Engineering, Inc.
Name of Firm

BID PACKAGE: 0097-407 Abraham Lincoln ES Security Fencing

3. ADD ALTERNATE #1: Lump Sum (in words) Eighty Thousand & 00/100

Dollars

Lump Sum (in figures)

\$_80,000.00

AGREEMENT

It is understood and agreed that if written notice of the District's acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in Section 00 11 13 or at any time thereafter before this bid is withdrawn, the undersigned Bidder will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Contract within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the District may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Contract.

Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to 4114 of the California Public Contract Code and the Instructions to Bidders.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

	orporate Here Mouth	President
ы.	Signature	Title
	Rosalina Martin	1100
	Type/Print Name	
	of more	Secretary / Treasurer
	Signature	Title
	Tranquilino Martin	=
	Type/Print Name	
	alle	Vice President
	Signature	Title
	Adrian Martin Type/Print Name	<u>.</u>
DATE:	5/19/2025	

2	Section ou 42 ou - PROPOSAL FORM
3	PROPOSAL FOR: Sacramento City Unified School District
5 6 7	TO: Sacramento City Unified School District 5735 47 th Avenue, Sacramento CA 95824
8	COVERING BID PACKAGE: BP #0097-407, Abraham Lincoln ES Security Fencing
9 10	SUBMITTED BY: PISOr Fence Division Inc John Sears
11 12	Name of Bidder 7213 Citrus Heights CA.95621
13 14	Strut 7850 Anteloge North Rd, Anteloge, CA. 95843
15 16	Phone #/Fax #:
17 18 19	Licensed in accordance with the Contractors State License Board Description of Classifications. Registered with the Department of Industrial Relations. A copy of this document may be obtained from the Contractors State License Board, P.O. Box 26000, 9835 Goethe Road, Sacramento, CA 95826.
20 21 22	License number: 316128. License type: B/C-13License expiration date: 12/3/ /2025.
23 24	Public Works Contractor DIR Registration # 1000053166 Expiration date: 6/20/2026
25 26	Bidder: Pisor Fence Division Inc.
27 28 29 30 31 32 33 34 35 36 37 38	On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, and the Preliminary Construction Schedule, and further, being familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents.
39 40 41 42 43 44	Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work required in this Proposal, and acknowledges that its proposal includes the Work of all trades within the Bid Package covered in the Proposal and understands that each Bidder who is awarded a Contract shall be in fact a Prime Contractor to the District and agrees that its proposal, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.
45 46 47	Bidder agrees to complete the Work required within the Bid Package within the time indicated in Special Provisions Section 00 73 00, subject to liquidated damages as specified in Special Provisions Section 00 73 00.
48 49	The undersigned has the authority to so bind Bidder to these representations and agreements.
50 51	Signed To C Date Date Affix Corporate Seal Here
52 53	Print Name COO
54 55	Title

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates, made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee as liquidated damages. If agreements and bonds are not executed, or if this proposal is not accepted within the time set for submission of bids (refer to Instructions to Bidders Section 00 21 13), or any extension thereof the check or bid bond shall be returned.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda, in accordance with Instructions to Bidders, Section 00 21 13, Article I, Para D, Section 1.02.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. DATE 5/12/202	5 NO DATE	
NO. 2 DATE 5/12/2025	NO DATE	(Include All Addenda
NO DATE	NO DATE	Received)
NO DATE	NO DATE	

Print Name

Title

BID PACKAGE: 0097	7-407 Abraham Lincoln ES Se	curity Fencing	
1. TOTAL BID:	Lump Sum (in words)	re million	three hundred thousand to hours
	Lump Sum (in figures)		\$ 1,300,000,00
2. Allowance for Ten (10)%) of	unforeseen conditions; equal to FTOTAL BID),	\$ 130,000.00
TOTAL BASE BI the Work required of:	D equals sum of Items 1 and I for the above listed Bid Packa	2 above. The undege in accordance with	ersigned proposes to provide and construct th said Contract Documents for the amount
TOTAL BASE BI	D (in words):	million four	hundred thirty thousand the courts
TOTAL BASE BI		30,000,00	
	25	***	
Signed (Signatur	e of Bidder)		
Name of Firm	Fence Dissim Inc		
3. ADD ALTERN	IATE #1: Lump Sum (in wore	ds) <u>fifty</u>	nine flowered nine hundred ten too
	Lump Sum (in figures)		\$ 59,910,00

DATE:

AGREEMENT

It is understood and agreed that if written notice of the District's acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in Section 00 11 13 or at any time thereafter before this bid is withdrawn, the undersigned Bidder will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Contract within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the District may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Contract.

Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to 4114 of the California Public Contract Code and the Instructions to Bidders.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER: Pisar Fence Division Inc.

Affix Corporate
Seal Here

BY:

Signature

Type/Print Name

Signature

Title

Type/Print Name

Title

Type/Print Name

CHANGE ORDER FORM

Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824

CHANGE ORDER NO.:	
01	

CHANGE ORDER

Project: Bus Electrification and Site Improvements Project No.: 403		Date: <u>May 13, 2025</u> DSA File No. DSA Appl. No.:	
The following parties agree to the terms of	this Change Order:		
Owner: Sacramento City Unified School District	Contractor: <u>F</u>	Brooke Electric LLC	
5735 47 th Avenue Sacramento, CA 95824	PO Box 5311 El Dorado Hill	s, CA 95762	
Architect: HMC Architects	_ Project Inspe	ector: MCF Construction Services	
2101 Capitol Ave #100			
Sacramento, CA 95816	_		

Reference	Description	Description		Days Ext.
CO #01 Requested by: Performed by: Reason:	Project Close-out o District Brooke Electric LLC Reconciliation of Co		\$(53,780.08)	0
Contract time will be adjusted as follows: Previous Completion Date: 04/21/2025 O Calendar Days Extension (zero unless otherwise indicated)		Original Contract Amount:	\$242,327.00	
		Amount of Previously Approved Change Order(s):	\$0.00	
	Date: 04/21/2025	Amount of this Change Order:	\$(53,780.08)	
		Current Contract Amount:	\$188,546.92	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion

of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

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 Contractor 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 Contractor'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: Sacramento City USD		Developer: Brooke Electric Inc		
Janea Marking	Date	Jeff Mussman	05/14/2025 Date	
Architect: HMC Architects		Project Inspector: MCF Construction		
Stanley Ng	05/15/2025 Date	Matthew C. Jabier Matthew Fabian	05-15-25 Date	

END OF DOCUMENT

No Fee – for the benefit of Sacramento City Unified School District Per Government Code 6103 ORIGINAL
Accepted for Recording
COPY-NOT CERTIFIED

MAY 2 0 2025

Sacramento County Clerk-Recorder

202505200057

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

SACRAMENTO CITY USD Contracts Office 5735 47th Avenue Sacramento, CA 95824

NOTICE OF COMPLETION

Notice is hereby given that the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT of the City of Sacramento, County of Sacramento, a political subdivision of the State of California, owner of the property hereinafter described, whose address is 5735 47th Avenue, Sacramento, California, caused the work of Matsuyama Campus Renewal (H) (2023), DSA Application No. 02-121994, upon the property hereinafter described, the contract for which was heretofore made with Rodan Builders as contractor. The nature of the owner's interest in said property is a fee simple.

The work of Matsuyama Campus Renewal (H) (2023) was actually completed on 05/09/2025.

The real property upon which the work of improvement occurred is located in the County of Sacramento at the following address:

7680 Windbridge Drive Sacramento, CA 95831

STATE OF CALIFORNIA COUNTY OF SACRAMENTO

Janea Marking, being first duly sworn, deposes and says: I am the Chief Business and Operations Officer of the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, which is the Owner of the Property described in the foregoing Notice. Furthermore, I declare under penalty of perjury under the laws of the State of California that I have read the foregoing notice and know the contents thereof, and that the facts stated therein are true.

Janea Marking

Chief Business and Operations Officer

Date

No Fee – for the benefit of Sacramento City Unified School District Per Government Code 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

SACRAMENTO CITY USD Contracts Office 5735 47th Avenue Sacramento, CA 95824 ORIGINAL
Accepted for Recording
COPY-NOT CERTIFIED

MAY 2 0 2025

Sacramento County Clerk-Recorder 202505200058

NOTICE OF COMPLETION

Notice is hereby given that the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT of the City of Sacramento, County of Sacramento, a political subdivision of the State of California, owner of the property hereinafter described, whose address is 5735 47th Avenue, Sacramento, California, caused the work of Transportation Bus Electrification & Site Improvements (H)(2024), DSA Application No. 02-, upon the property hereinafter described, the contract for which was heretofore made with Brooke Electric LLC as contractor. The nature of the owner's interest in said property is a fee simple.

The work of Transportation Bus Electrification & Site Improvements (H)(2024) was actually completed on 04/30/2025.

The real property upon which the work of improvement occurred is located in the County of Sacramento at the following address:

7050 San Joaquin Street Sacramento, CA 95820

STATE OF CALIFORNIA COUNTY OF SACRAMENTO

Janea Marking, being first duly sworn, deposes and says: I am the Chief Business and Operations Officer of the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, which is the Owner of the Property described in the foregoing Notice. Furthermore, I declare under penalty of perjury under the laws of the State of California that I have read the foregoing notice and know the contents thereof, and that the facts stated therein are true.

Janea Marking

Chief Business and Operations Officer

05/19/2025

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1c

Meeting Date: June 5, 2025 **Subject**: Approve Contracts Report >\$15,000 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)**: Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 - Welcoming and Safety Outcomes **Documents Attached:**

1. Contracts Reports > \$15,000

Bid threshold \$114,800

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations

Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

Requisition	Vendor Name	Requisition	Department/ School	Director/Instr.	Cabinet	New	Term	Description	Funding	Resource	Amount	PRC
Requisition	vendor Name	Type	Department/ School	Asst. Supt.	Member	Contract?	remi	•	Resource	Code	Amount	Approved
								Construction services for the M&O HVAC Central				
	Johnson Controls							Controls - Metasys Network Engine Update 2025				
R25-06030	Inc.	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	5/2/25-2/28/27	Various Sites project	Measure H	9809	\$999,716.00	5/13/2025
								Provide testing and inspection services for				
								Increments 1 and 2 for the Oak Ridge ES New				
	Universal							Construction project. Orig cont amt: \$214,832;				
	Engineering	Service						INCREASE of \$71,550 for addt'l testing and				
SA24-00052	Sciences	Agreement	Facilities	Chris Ralston	Janea Marking	No	6/26/23-9/30/25	inspection services	Measure H	9809	\$286,382.00	5/13/2025
	laaa aa aabir oo							Construction management services for the JFK				
	Innovative Construction	Conside						Base/Softball Field Improvements project. Orig cont				
SA24-00191	Services	Service Agreement	Facilities	Chris Ralston	Janea Marking	No	8/1/23 - 6/30/25	amt: \$156,850; INCREASE \$75,600 for addt'l construction management services	Measure H	9809	\$232,450.00	5/13/2025
3A24-00191	Services	Agreement	raciiities	CIIIIS Kaistoii	Janea Warking	INO	0/1/23 - 0/30/23	construction management services	ivieasure n	9609	\$232,430.00	3/13/2023
								Data Fatara Maintanana Agranant for EV 2024				
								Data Entree Maintenance Agreement for FY 2024- 2025. Orig cont amt: \$100,000; INCREASE \$24,000	Child Nutrition-			
	Capitol Tech	Service						for due to software bugs and new integration with	School			
SA25-00274	Solutions	Agreement	Nutrition Services	Diana Flores	Janea Marking	No	7/1/24-6/30/25	Odoo warehousing software	Program	5310	\$124,000.00	5/13/2025
		- greenene					1,2,2 : 0,00,20	3			7-2-7,000.00	0,10,100
	Six Flags							Commence Markey about the first trade disc	E d . d			
D3E 05003	Discovery	D	Variab Darralament	Manage Karra	\(\(\cdot\) = \(\cdot\) = \(\cdot\)	Vaa	C/20/25 7/25/25	Summer Matters student field trips, including	Expanded	2000	¢100 050 50	E /12 /202E
R25-05902	Kingdom	Purchase Order	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/20/25-7/25/25	educational show, Q&A session, lunch and rides.	Learning	2600	\$106,958.59	5/13/2025
								Construction management services for the M&O				
		Service						HVAC Central Controls - Metasys Network Engine				
SA25-01073	KMM Services	Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/2/25-2/28/27	Update 2025 Various Sites project	Measure H	9809	\$64,830.00	5/13/2025
	Advanced							Newline 86" Q Pro Series Interactive Displays (14	General / LCFF			
R25-04547	Classroom Technologies	Purchase Order	C.K. McClatchy H.S.	Jerad Hyden	Yvonne Wright	Yes	3/7/25-6/30/25	each) with mobile carts for classrooms. CMAS Contract #3-24-07-1017	Free & Reduced	0000/0007	\$62,214.95	5/13/2025
R25-04547	reciliologies	Purchase Order	C.K. MICCIALCHY H.S.	јегац пуцеп	TVOIIIE WIIght	res	3/1/23-0/30/23	CONTRACT #3-24-07-1017	Reduced	0000/0007	\$02,214.95	3/13/2023
								Mechanical consulting services for the M&O HVAC				
	Mizinski	Service						Central Controls - Metasys Network Engine Update				
SA25-01074	Contracting	Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/2/25-2/28/27	2025 Various Sites project	Measure H	9809	\$50,750.00	5/13/2025
R25-05859	Convergeone, Inc	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	Yes	4/4/25-6/30/25	Additional Cisco Systems Support Hours	General	0000	\$50,000.00	5/13/2025
D3E 0E6E0	C	D O	Taskaslası Camiasa	Tim Dana	Tim Dans	Vaa	4/2/25 6/20/25	Additional Cines Contains Contains the	Cananal	0000	ć2F 000 00	E /12 /202E
R25-05659	Convergeone, Inc New Home	Purchase Order	Technology Services	Tim Rocco	Tim Rocco	Yes	4/3/25-6/30/25	Additional Cisco Systems Support Hours	General	0000	\$35,000.00	5/13/2025
	Building Supply,							siding material to repair dry rot at David Lubin E.S.	Ongoing			
R25-06006	Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	5/5/25-6/30/25	and John Bidwell E.S.	Maintenance	8150	\$32,488.70	5/13/2025
								2025 Ford Maverick truck to replace Ford Ranger				
								that was deemed totaled by Schools Insurance	Ongoing			
R25-05969	Future Ford	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/23/25-6/30/25	Authority.	Maintenance	8150	\$31,665.55	5/13/2025
	Lexia Learning							Lexia Core5 Reading/PowerUp Literacy Unlimited	ESSA, Comp			
R25-05623	0	Purchase Order	Woodbine E.S.	Aprille Shafto	Yvonne Wright	Yes	4/1/26-6/30/28	site license.	Support & Imp	3182	\$31,500.00	5/13/2025
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					1	, _, _ = = = = = = = = = = = = = = = = =				+52,555.00	-, -5, 2025
1						1	l	DALSCOMPLETE (Digital) Assessment Library for	Special			
R25-06018	MCS Pearson, Inc	Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	4/28/25-6/30/25	schools subscription extension	Education	6500	\$30,872.34	5/13/2025
	Wike					1		Removal of roofing down to the decking and disposa	Ongoing			
R25-05952	-	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/11/25-6/30/25	of material at Umoja	Maintenance	8150	\$30,050.00	5/13/2025
1123-03332	Food Literacy	i di ciiase Oidei	i deliides	Citi is italstoll	Junea Warking	103	7, 11, 23-0, 30, 23	2025 Annual Floyd Farms maintenance fund per	ividificeriance	0130	750,050.00	3/ 13/ 2023
R25-05092	•	Purchase Order	Leataata Floyd	Aprille Shafto	Yvonne Wright	No	2/4/21-2/3/31	MOU, Board approved 2/4/21.	Facility Lease	9062	\$29,265.00	5/13/2025

of 4 June 5, 2025 BOE

Requisition	Vendor Name	Requisition Type	Department/ School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
	AACL -							Barrer lafar of the and advantage material although	0			
D3E 0E0E3	Wike	Durahasa Ordan	Fasilitias	Chain Deleten	lanca Mankina	Vaa	4/11/25 6/20/25	Removal of roofing and asbestos material, disposal		0150	\$29,200.00	5/13/2025
R25-05953	Restoration, Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/11/25-6/30/25	of non-hazardous material at John Morse	Maintenance	8150	\$29,200.00	5/13/2025
									Partnership			
								HP Touchscreen Chromebooks (60 each) for Law	Academies			
R25-05643	CDW, LLC	Purchase Order	Hiram Johnson H.S.	Jerad Hyden	Yvonne Wright	Yes	4/3/25-6/30/25	Academy	Prog	7220	\$26,486.55	5/13/2025
									Partnership			
	Reality Works,					L	0/44/05 5/00/05	Instructional equipment for Health and Medical	Academies	7000	404.070.00	= /+ 0 /0 00 F
R25-04744	Inc	Purchase Order	Hiram Johnson H.S.	Jerad Hyden	Yvonne Wright	Yes	3/14/25-6/30/25	Sciences Academy	Prog	7220	\$24,973.23	5/13/2025
R25-05996	MSI Mechanical	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/30/25-6/30/25	Fruitridge E.S. classroom HVAC upgrade	Ongoing Maintenance	8150	\$24,720.00	5/13/2025
125 05550	IVISI IVICCII III III II	r drendse Graei	racincies	CITIS NUISCOII	Junea Warking	163	4/30/23 0/30/23	Truttruge E.S. classroom Tivre apgrade	Widinteriunee	0150	ŢZ-1,7 Z 0.00	3/13/2023
,	Precision											
	Communication,											
R25-05954	Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/11/25-6/30/25	CCTV camera install at Woodbine E.S.	Measure H	9809	\$24,554.86	5/13/2025
	Avanti								Kitchen			
	Restaurant							Kitchen Freezer, Refrigeration units with haul away	Infrastructure			
R25-05970	Solutions	Purchase Order	Nutrition Services	Diana Flores	Janea Marking	Yes	4/23/25-6/30/25	at Miwok	AB181	7032	\$21,395.94	5/13/2025
	C								0			
R25-05951	Saenz Landscape	Purchase Order	Facilities	Chris Ralston	Janea Marking	Voc	4/11/25-6/30/25	Drivoway relainet A.M. Winn	Ongoing	9150	\$20,740.00	E /12 /202E
K25-U5951	Construction	Purchase Order	Facilities	Chris Raiston	Janea Warking	Yes	4/11/25-6/30/25	Driveway re[air at A.M. Winn	Maintenance	8150	\$20,740.00	5/13/2025
		Chargeback										
		Blanket Purchase							LCFF Free &			
CH25-00486	Office Depot	Order	Rosemont H.S.	Tuan Duong	Yvonne Wright	Yes	4/4/25-6/30/25	LCFF Instructional Supplies	Reduced	0007	\$20,000.00	5/13/2025
	Curriculum							i-Ready online license for 2025 Summer Matters	Expanded			
R25-05500	Associates	Purchase Order	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/1/25-8/1/25	Program	Learning	2600	\$18,979.00	5/13/2025
									Ongoing			
R25-05997	MSI Mechanical	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	4/30/25-6/30/25	William Land E.S. classroom HVAC upgrade	Maintenance	8150	\$17,720.00	5/13/2025
	Sacramento Co.								Learning			
R25-05965	Office of Education	Purchase Order	David Lubin E.S.	Aprille Shafto	Vyonno Wright	No	4/7/25-4/11/25	Final navment for Cly Dark participation	Recovery Emrg BG	7435	\$15,653.20	5/13/2025
K25-U5905	Education	Purchase Order	David Lubiii E.S.	Aprille Silaito	Yvonne Wright	INO	4/ // 23-4/ 11/ 23	Final payment for Sly Park participation	Partnership	7455	\$15,655.20	3/13/2023
								Instructional equipment for Health and Medical	Academies			
R25-05542	Office Depot	Purchase Order	Hiram Johnson H.S.	Jerad Hyden	Yvonne Wright	Yes	4/2/25-6/30/25	Sciences Academy	Prog	7220	\$15,601.45	5/13/2025
	New Hope	Service						Provide expanded learning services for the	Expanded			
SA26-00009	Community	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-7/25/25	SummerMatters program at William Land ES	Learning	2600	\$34,346.67	5/19/2025
	NorCal School of	Service						Provide expanded learning services for the	Expanded			
SA26-00007	the Arts	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-7/25/25	SummerMatters program at Pony Express ES	Learning	2600	\$60,160.00	5/19/2025
		L .				1		Provide summer enrichment activities from Leataata	L			
CA3C 00043	YMCA of	Service	Variab David	Manage Kara	Managa Naturalis	Vaa	C /4 C /2E 0 /0 /2E	Floyd ES and Bear Valley site for Bowling Green	Expanded	2000	¢64.430.00	E /40 /2025
SA26-00013	Superior CA Active Internet	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-8/8/25	Chacon & McCoy for the SummerMatters program Annual subscription for Communications Package	Learning	2600	\$61,120.00	5/19/2025
	Technologies dba	Service						Standard, LDAPS/Active Directory Integration,				
SA26-00016	FinalSite	Agreement	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/25-6/30/26	Support Plan	General	0000	\$104,500.00	5/19/2025
								Provide expanded learning services for the				
	Leaders of	Service				1		SummerMatters program at Father Keith B Kenny	Expanded			
SA26-00006	Tomorrow	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-7/25/25	and John Sloat ES	Learning	2600	\$120,320.00	5/19/2025
CA3C 00010	Davis R Cirls Cl. I	Service	Varith Davidanias	NASSES KOU	Museus Muisk:	Vaa	C /4 C /2E 0 /0 /2E	Provide expanded learning services for the	Expanded	2000	Ć121 F4C CZ	E /40/2025
SA26-00010	Boys & Girls Club	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-8/8/25	SummerMatters program at Ethel Baker ES	Learning	2600	\$121,546.67	5/19/2025

2 of 4 June 5, 2025 BOE

Requisition	Vendor Name	Requisition	Department/ School	Director/Instr.	Cabinet	New	Term	Description	Funding	Resource	Amount	PRC
rtoquioition	Volidor Hamo	Type	Dopartinona Concor	Asst. Supt.	Member	Contract?	101111	Bosciipaon	Resource	Code	7 tilloditi	Approved
								Provide expanded learning services for the				
	Empowering	Service						SummerMatters program at Bret Harte, James	Expanded			
SA26-00005	Possibilities	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/23/25-7/25/25	Marshall and Rosa Parks	Learning	2600	\$180,480.00	5/19/2025
								Provide expanded learning services for the				
		Service						SummerMatters program at John Still K-8, Parkway,	Expanded			
SA26-00008	Rose Family	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-7/25/25	Susan B. Anthony and Phoenix Park	Learning	2600	\$187,946.67	5/19/2025
								Direct services during FY 2025-2026 which may				
								include tutoring and counseling students, tutor	IASA-Title I			
	Vision 2000	Service			Mary Hardin			coaching, professional development and supervision				
SA26-00002	Educational	Agreement	Consolidated Programs	Mary Hardin Young		Yes	7/1/25-6/30/26	of those working with students	Low	3010	\$200,000.00	5/19/2025
	UC Merced			,	,		,, _, _ , _ , _ , _ ,	8		33	Ţ=00/000100	3, 23, 232
	Center for							Provide technical assistance with a) A-G Monitoring,				
	Educational	Service						b) Early Identification and c) Guidance and	LCFF District			
SA26-00015	Partnerships	Agreement	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/25-6/30/26	Counseling. YR 1 of 3	wide	0011	\$202,451.43	5/19/2025
								Provide expanded learning services for the				
5435 00004	SAC Chinese	Service	We the Development		V	V	6/46/25 7/25/25	SummerMatters program at various SCUSD school	Expanded	2000	¢046 426 67	F /40 /202F
SA26-00004	Community	Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	6/16/25-7/25/25	sites	Learning	2600	\$816,426.67	5/19/2025
		Service						Topographic survey services for the Pool				
SA25-01076	Psomas	Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/13/25-2/1/26	Modernization project at CKMcClatchy HS	Measure H	9809	\$15,500.00	5/19/2025
3/123 01070	1 Joinus	Agreement	rucincies	CIIIIS Naistori	Junearwarking	103	3/13/23 2/1/20	Modernization project at envicedately 115	ivicusure ii	3003	713,300.00	3/13/2023
								Survey all suspect materials throughout the				
								Modernization project at Bowling Green. Orig cont				
		Service						amt: \$31,000; INCREASE of \$30,200 for additional				
SA24-00725	Entek Consulting	Agreement	Facilities	Chris Ralston	Janea Marking	No	5/17/24-2/28/26	project management/oversight services	Measure H	9809	\$61,200.00	5/19/2025
								Survey all suspect materials throughout the Campus				
								Renewal project at Ethel Phillips ES. Orig cont amt:				
6424 00722	Fotol Consulting	Service	E	Chair Dalatan	Lauren Maraldon		E /42 /24 2 /20 /27	\$25,000; INCREASE of \$36,800 for additional		0000	¢64 000 00	F /40 /202F
SA24-00723	Entek Consulting	Agreement Service	Facilities	Chris Ralston	Janea Marking	No	5/13/24-2/28/27	project management/oversight services	Measure H	9809	\$61,800.00	5/19/2025
SA26-00011	Niti Sharma	Agreement	Accounting	Cindy Tao	Janea Marking	Yes	7/1/25-6/30/26	Provide SCUSD with financial consulting services	General	0000	\$175,000.00	5/19/2025
3/120 00011	With Sharma	Service	Accounting	cindy rao	Junearwarking	103	7/1/23 0/30/20	Federal eRate program coordination services for the	General	0000	7173,000.00	3/13/2023
SA26-00021	Loy Mattison	Agreement	Technology Services	Tim Rocco	Tim Rocco	Yes	7/1/25-6/30/26	Technology Services Dept	General	0000	\$29,700.00	5/19/2025
	,	Ü	o,					,			. ,	, ,
								Professional services to the District's governing				
								team: Board and Superintendent. Includes				
								training, coaching, professional development.				
	Haakenson	Service						Orig cont amt: \$35,050; INCREASE of				
SA25-00674	Consulting	Agreement	Superintendent	Lisa Allen	Lisa Allen	No	1/1/25-12/31/25	\$32,450 for additional professional services	General	0000	\$67,500.00	5/19/2025
		1						Professional continue to the Districtly recognition	1			
		1						Professional services to the District's governing team: Board and Superintendent. Includes	1			
								training, coaching, professional development.				
	Take Flight	Service						Orig cont amt: \$35,050; INCREASE of				
SA25-00676		Agreement	Superintendent	Lisa Allen	Lisa Allen	No	1/1/25-12/31/25	\$32,450 for additional professional services	General	0000	\$67,500.00	5/19/2025
5, 25-00070	- Codoming	, ig. 00111011t	- aponintonaont	2.53 / 11011	2.53 / 11011	1		you, to lot additional professional services	Child Dev-CA		ψοτ,σοσ.σο	3/13/2023
1		1							State Pres.			
									Prog./ SETA			
		Chargeback						Increase Blanket P.O. amount by \$99,000 for	Headstart			
		Blanket						instructional supplies to support ELC Programs.	Preschool			
CH25-00106	Office Depot	Purchase Order	Early Learning & Care	Yvonne Wright	Yvonne Wright	No	7/1/24-6/30/25	Budget verified available funds.	PA22	6105/5210	\$112,400.00	5/19/2025
	California										•	
	Inspection	Service						DSA-inspection services for the New	1			
SA25-01077	Network	Agreement	Facilities	Chris Ralston	Janea Marking	Yes	6/5/25-2/1/28	Construction project at Pacific ES	Measure H	9809	\$652,685.00	1

June 5, 2025 BOE

Requisition	Vendor Name	Requisition Type	Department/ School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-01067	_	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/23/25-2/1/26	Services to replace all switches, new 1 foot patch slim, remove wire managers, add support bars on the Technology Network Upgrades (non-eRate) 2025 project at Serna Center.	Measure H	9809	\$19,451.54	
		Service	Facilities	Chris Ralston	J	Yes	5/1/25-9/30/28	Construction management services for the Pool Modernization project at CKMcClatchy HS	Measure H	9809	\$880,000.00	
	KCB	Service	Facilities	Chris Ralston		Yes	6/5/25-12/1/25	DSA-inspection services for the Security Fencing project at Abraham Lincoln ES	Measure H	9809	\$25,000.00	
SA25-01078	3QC Inc	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	5/23/25-9/1/25	Commissioning services for the Generator project at Serna Center.	Measure Q	9808	\$19,146.00	
SA25-00206		Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	No	8/12/24-7/11/25	Amendment No. 2 to increase services adding New Joseph Bonnheim to contract. Orig cont amt: \$992,376; Amendment No. 1 \$202,360 increase; Amendment No. 2 \$10,640	Expanded Learning	2600	\$1,205,376.00	

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1d

Meeting Date: June 5, 2025

Subject: Approval of Unauthorized Vendor Payments
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action □ Action □ Public Hearing
<u>Division</u> : Business Services
Recommendation: Approve the attached list of vendor payments
Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.
Financial Considerations: See attached.
<u>LCAP Goal(s)</u> : Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes
Documents Attached: 1. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent



Sacramento City Unified School District Business Services

Unauthorized Vendor Payment Approval

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for amounts listed.

Board Date: 6/5/25

#	School Site/ Department	Requsition Number	Vendor ID#	Reason	Amount Due
				Services were discontinued due to	
				inadequate engagement with labor partners	
1	SPED	SA25-01071	108282	before their commencement.	\$21,358.62
				Services were discontinued due to	
				inadequate engagement with labor partners	
2	SPED	SA25-01070	312347	before their commencement.	\$32,749.82
				Services were discontinued due to	
				inadequate engagement with labor partners	
3	SPED	SA25-01069	317176	before their commencement.	\$47,288.90

Total Unauthorized Contracts	\$101,397.34



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date: June 5, 2025	
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)
<u>Division</u> : Human Resources Services	
Recommendation: Approve Personnel Transactions	
Background/Rationale: N/A	
Financial Considerations: N/A	
LCAP Goal(s) : Graduation Outcomes, Academic Outcomes, and We Safety Outcomes	elcoming and
<u>Documents Attached:</u> 1. Certificated Personnel Transactions Dated June 5, 2025 2. Classified Personnel Transactions Dated June 5, 2025	
Estimated Time of Presentation: N/A	
Submitted by : Cancy McArn, Chief Human Resources Officer and Lead Negotiator	
Approved by: Lisa Allen, Superintendent	

Attachment 1: CERTIFICATED 6/5/2025

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY FERNANDEZ FLORES	FERNANDO	В	Teacher, Reading Intervention	CESAR CHAVEZ INTERMEDIATE	8/12/2025	6/30/2026	EMPLOY PROB 8/12/25
HAMPTON II	GREGORY	В	Teacher, Spec Ed	SUY:U ELEMENTARY	5/27/2025	6/30/2025	EMPLOY PROB 5/27/25
LOPEZ	ZIVANAH	В	Teacher, Reading Intervention	HOLLYWOOD PARK ELEMENTARY	8/12/2025	6/30/2026	EMPLOY PROB 8/12/25
MORRIS	THERESA	В	Teacher, Elementary (TK)	BRET HARTE ELEMENTARY SCHOOL	8/12/2025	6/30/2026	EMPLOY PROB 8/12/25
PRONTZOS	ELENI	В	Teacher, Elementary	MARK TWAIN ELEMENTARY SCHOOL	8/12/2025	6/30/2026	EMPLOY PROB 8/12/25
			reaction, Elementary		0/12/2020	0/00/2020	2 2011 1105 0/12/20
LEAVE					= 10 1 10 0 0 =	= 100 1000=	(DD) 514 4 (050 4 5 (0 4 5)))))))))))))))))))))))))))))))))))
ALVARADO	ANDREA	A	Teacher, High School	THE MET	5/21/2025	5/26/2025	LOA (PD) FMLA/CFRA 5/21-5/26/25
ALVARADO	ANDREA	A	Teacher, High School	THE MET	5/27/2025	6/30/2025	LOA RTN 5/27/25
AULT	BRITAINIE	В	Asst Principal, Supt Pr Sch K8	ROSA PARKS MIDDLE SCHOOL	5/3/2025	5/13/2025	LOA (PD) 5/3-5/13/25
AULT	BRITAINIE	В	Asst Principal, Supt Pr Sch K8	ROSA PARKS MIDDLE SCHOOL	5/14/2025	6/30/2025	LOA RTN 5/14/25
BUCHER	JENNIFER	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	6/25/2025	6/30/2025	LOA RTN 6/25/25
CALHOON	ASHLEY	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	5/21/2025	6/30/2025	LOA (PD) 5/21-7/30/25
CARSON	DAVID	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	5/2/2025	6/30/2025	ADMIN LOA (PD) 5/2/25
CEDILLO	NATALIE	В	Teacher, High School, Contin.	AMERICAN LEGION HIGH SCHOOL	5/6/2025	6/5/2025	LOA (PD) FMLA/CFRA 5/6-6/5/25
CLEAVENGER-ARTZ	ETHEL	A	Teacher, Elementary (TK)	HUBERT H BANCROFT ELEMENTARY	5/3/2025	5/18/2025	EXT LOA (PD) 5/3-5/18/25
CLEAVENGER-ARTZ	ETHEL	A	Teacher, Elementary (TK)	HUBERT H BANCROFT ELEMENTARY	5/19/2025	6/30/2025	AMEND LOA RTN 5/19/25
CROSE	CAMREN	A	Teacher, High School	ROSEMONT HIGH SCHOOL	4/26/2025	6/15/2025	EXT LOA (PD) 4/26-6/15/25
FLATT	ANGELA	В	Teacher, High School	GEO WASHINGTON CARVER	5/8/2025	6/20/2025	LOA (PD) 5/8-6/20/25
FOUCHARD	SHANNON	A	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	5/1/2025	6/30/2025	EXT LOA (PD) FMLA/CFRA 5/1-6/30/25
GARCIA	SABRINA	A	Teacher, Elementary	CAROLINE WENZEL ELEMENTARY	5/12/2025	6/13/2025	LOA (UNPD) 5/12-6/13/25
GOMEZ CERVANTES	KAYLIE	С	Principal,Supt Priority (Elem)	FATHER K.B. KENNY - K-8	5/17/2025	6/30/2025	LOA RTN (PD) 5/17/25
GRAY	JANESSA	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	6/25/2025	6/30/2025	LOA RTN 6/25/25
GRIFFIN	RUBEN	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	3/14/2025	5/31/2025	LOA (PD) FM/CFRA 3/14-5/31/25
MARTINEZ	STEPHANIE	С	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	5/13/2025	6/12/2025	LOA (PD) 5/13/25
RECORD	TAYLOR	Α	Teacher, Resource, Special Ed.	CROCKER/RIVERSIDE ELEMENTARY	3/31/2025	6/13/2025	AMEND LOA (PD) FMLA/CFRA3/31-6/13/25
RIDENOUR	CRISTINA-ANGELITA		Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	6/13/2025	6/30/2025	LOA RTN 6/13/25
RIVERA	CYNTHIA	В	Teacher, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	5/3/2025	5/13/2025	LOA (PD) 5/3-13/25
RIVERA	CYNTHIA	В	Teacher, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	5/14/2025	6/13/2025	LOA (PD) FMLA/CFRA 5/14-6/13/25
RIVERA	CYNTHIA	В	Teacher, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	6/14/2025	6/30/2025	LOA RTN 6/14/25
RODRIGUEZ	SYLVIA	A	Teacher, Elementary	PONY EXPRESS ELEMENTARY SCHOOL	5/24/2025	6/30/2025	LOA RTN 5/24/25
SANCHEZ	YESENIA	A	Teacher, Elementary	SEQUOIA ELEMENTARY SCHOOL	5/26/2025	6/11/2025	EXT LOA (PD) 4/21-6/11/25
SRAN	JESSICA	С	School Nurse	HEALTH SERVICES	5/24/2025	6/13/2025	LOA (PD) FMLA/CFRA 5/24-6/13/25
STRADLEIGH	PATRICIA	С	School Nurse	HEALTH SERVICES	6/6/2025	6/30/2025	LOA (PD) FMLA/CFRA 6/6/25-9/8/25
VALLE	IRENE	A	School Nurse	HEALTH SERVICES	6/13/2025	6/30/2025	EXT LOA (UNPD) 6/13/25-1/5/26
ZARAGOSA III	JAVIER	В	Teacher, K-8	JOHN H. STILL - K-8	5/12/2025	6/30/2025	LOA RTN 5/12/25
RE-ASSIGN/STATUS CHAN	IGE						
BJURSTROM	FRANCESCA	С	Teacher, Elementary (TK)	THEODORE JUDAH ELEMENTARY	3/7/2025	6/30/2025	STCHG 3/7/25
ARATA	KRISTA	В	Administrator, SELPA	SPECIAL EDUCATION DEPARTMENT	12/2/2024	6/30/2025	REA/STCHG 12/2/24
DEEMS	MARY	Α	Teacher, Spec Ed	SPECIAL EDUCATION DEPARTMENT	4/21/2025	6/30/2025	REA 4/21/25
FERRANTE	MELISSA	A	Teacher, Spec Ed	SPECIAL EDUCATION DEPARTMENT	4/21/2025	6/30/2025	REA 4/21/25
LYLES	MARIA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2025	6/30/2026	STCHG 7/1/25
SIMS	MANISHA	Α	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2025	6/30/2026	REA 7/1/25
SEPARATE / RESIGN / RET	riDE						
AZEVEDO	ERIC	0	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/13/2024	6/30/2025	SEP 6/30/25
BROWN	LEONARD	0	Teacher, Fight School	FATHER K.B. KENNY - K-8	11/18/2024	6/30/2025	SEP/RESIGN 6/13/25
CALVARIO	MARY	A	Principal,Supt Priority,(Mid)	FERN BACON MIDDLE SCHOOL	7/1/2025	8/1/2025	SEP/RETIRE 8/1/25
DEANGELUS JR	CHARLES	В	Coord III. Visual & Perf Arts	CURRICULUM & PROF DEVELOP	4/1/2025	6/30/2025	SEP/RESIGN 6/30/25
DOKKO	KRISTA	0	Teacher, Resource, Special Ed.	DAVID LUBIN ELEMENTARY SCHOOL	1/6/2025	6/30/2025	SEP/RESIGN 6/30/25
FIGUEROA	VANESSA	0	Teacher, Resource, Special Ed.	O. W. ERLEWINE ELEMENTARY	10/22/2024	6/13/2025	SEP/RESIGN 6/13/25
GALBRAITH	CARLA	Q	Teacher, Liementary	HIRAM W. JOHNSON HIGH SCHOOL	2/5/2025	6/30/2025	SEP/TERM 6/30/25
HESTER	LINDSAY	A	School Nurse	HEALTH SERVICES	7/1/2024	6/13/2025	SEP/RETIRE 6/13/25
KEATING	NANCY	A	Teacher, K-8	GENEVIEVE DIDION ELEMENTARY	7/1/2024	9/5/2025	SEP/RETIRE 9/5/25
MAES	ELIJAH	В	Teacher, High School	ROSEMONT HIGH SCHOOL	4/5/2025	6/13/2025	SEP/RESIGN 6/13/25
MARSELEVA AX	TANYA	В	Teacher, Spec Ed	JAMES W MARSHALL ELEMENTARY	8/13/2024	6/16/2025	SEP/RESIGN 6/16/25
MAXWELL	WILLIAM	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2024	6/13/2025	SEP/RETIRE 6/13/25
MULLEN	MICHAEL	A	Teacher, Elementary	MATSUYAMA ELEMENTARY SCHOOL	7/1/2025	8/9/2025	SEP/RETIRE 8/9/25
ROYSTON	JEWEL	В	School Nurse	HEALTH SERVICES	3/13/2025	4/9/2025	AMEND SEP/RESIGN 4/9/25
SIRARD	MARK	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	12/16/2024	5/7/2025	SEP/RESIGN 5/7/25
OIIVIND	INICIINI	^	1 Gauliel, IX*0	LLONANDO da VINOI ELEIVIENTANT	12/10/2024	3/1/2023	OLI /INLOIGIN J/1/20

NameLast	NameFirst	JobPerm		PrimeSite	BegDate	EndDate	Comment	Page 2
ZARAGOSA III	JAVIER	В	Teacher, K-8	JOHN H. STILL - K-8	5/12/2025	6/30/2025	SEP/RESIGN 6/30/25	
TRANSFER CHAFFIN								
CHAFFIN	TYLER	Α	Teacher, High School	ACCELERATED ACADEMY	7/1/2025	6/30/2026	TR 7/1/25	
STEINBERG	STEPHEN	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2025	6/30/2026	TR 7/1/25	

Attachment 2: CLASSIFIED 6/5/2025

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
MPLOY/ REEMPLOY							
RAUZ PEREIRA	GREY	В	Inst Aid, Spec Ed	ETHEL PHILLIPS ELEMENTARY	5/19/2025	6/30/2025	EMPLOY PROB 5/19/25
UTLER	JENNIFER	В	Health Aide	HEALTH SERVICES	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
OTTLE	EALYSHA	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
SCAMILLA	ELISA	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
REAS	CASSANDRA	В	Noon Duty	PARKWAY ELEMENTARY SCHOOL	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
ANSON	BRANDYN	В	Budget Analyst	SPECIAL EDUCATION DEPARTMENT	5/19/2025	6/30/2025	EMPLOY PROB 5/19/25
ERRERA VARGAS	MARIA	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
OPSON	ANTHONY	В	Inst Aid, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	4/24/2025	6/30/2025	EMPLOY PROB 4/24/25
ASSO-MOJICA	ELIZABETH	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
EA	MICHAEL	В	Automotive Service Attendant	TRANSPORTATION SERVICES	6/2/2025	6/30/2025	EMPLOY PROB 6/2/25
ARQUEZ	DEYBI	В	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	5/6/2025	6/30/2025	EMPLOY PROB 1 5/6/25
IEDINA MORENO	ROBERT	J	Noon Duty	MARK TWAIN ELEMENTARY SCHOOL	4/21/2025	6/30/2025	EMPLOY PROB 4/21/25
IESIAS	ENDRINA	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
ONTOYA MARIN	SANDRA	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
AWSON	GRANT	В	Inst Aid, Spec Ed	MIWOK MIDDLE SCHOOL	5/12/2025	6/30/2025	EMPLOY PROB 5/13/25
HAM	HUONG	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
ACIMO	JOY KIMBERLY	В	Educational Assistant	JOHN MORSE THERAPEUTIC	5/14/2025	6/30/2025	EMPLOY PROB 5/14/25
LVA-ARMSTRONG	KIMBERLY	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
OTO-FLORES	CATALINA	В	Custodian	PACIFIC ELEMENTARY SCHOOL	5/5/2025	6/30/2025	EMPLOY PROB 5/5/25
WANSON	ROBERT	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/5/2025	6/30/2025	EMPLOY PROB 5/5/25
WANSON /ALSH	JESSE	В	Facilities Project Tech	FACILITIES SUPPORT SERVICES	5/5/2025	6/30/2025	EMPLOY PROB 5/5/25
		В	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	5/12/2025	6/30/2025	EMPLOY PROB 5/12/25
/ONG	MARILYNN	В	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	4/24/2025	6/30/2025	EMPLOY PROB 4/24/25
/RIGHT	KRISTIN	В					
J	QINGHE		Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/8/2025	6/30/2025	EMPLOY PROB 5/8/25
AMFIR	MARCUS	В	Educational Assistant	JOHN MORSE THERAPEUTIC	5/23/2025	6/30/2025	EMPLOY PROB 5/23/25
UNIGA	MERI ELENA	В	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	4/22/2025	6/30/2025	EMPLOY PROB 4/22/25
EAVE							
KULYAN	ANNA	Α	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	4/22/2025	5/23/2025	LOA (PD) 4/22/25-5/23/25
KULYAN	ANNA	Α	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	5/24/2025	6/15/2025	EXT LOA (PD) 5/24/25-6/15/25
RAUJO	ELIZABETH		Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	5/5/2025	6/30/2025	EXT LOA (PD) 5/5-10/6/25
ARNES-MCDONALD	LA RAYVIAN	Α	IEP Desig Inst Para-Sp Ed	ALICE BIRNEY WALDORF - K-8	5/21/2025	6/30/2025	EXT LOA (PD) 5/21-6/30/25
ATES	RYAN	В	Electronics Technician	FACILITIES MAINTENANCE	5/12/2025	6/1/2025	EXT LOA (PD) FMLA/CFRA 5/12/25-6/1/25
ERBER VACA	JONATHAN ABIMAEL	В	Sprinkler Fitter/Plumber Asst	FACILITIES MAINTENANCE	5/12/2025	6/30/2025	ADMIN LOA (UNPD) 5/12/25
ERKEY	EIMILE		Inst Aid, Spec Ed	A. M. WINN - K-8	3/14/2025	5/10/2025	LOA (PD) FMLA/CFRA 3/14-5/10/25
ACKSHIRE	CHRISTY	Α	Clerk II	C. K. McCLATCHY HIGH SCHOOL	5/8/2025	6/26/2025	LOA (PD) FMLA/CFRA 5/8-6/26/25
ROWN	KEITH	Α	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	5/11/2025	6/14/2025	LOA (PD) FMLA/CFRA 5/11-6/14/25
HIANG	GULNARA	Α	Inst Aid, Spec Ed	THEODORE JUDAH ELEMENTARY	6/3/2025	6/30/2025	LOA RTN 6/3/25
ORONA	ISABEL	Α	Custodian	THEODORE JUDAH ELEMENTARY	4/8/2025	6/8/2025	LOA (PD) 4/8/25-6/8/25
ORONEL	MARIANA	Α	Clerk III	CHARLES A. JONES CAREER & ED	5/5/2025	6/30/2025	LOA (PD) 5/5-6/30/2025
SPITIA	CELIA	Α	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	4/18/2025	6/18/2025	LOA (PD) PDL/HE 4/18/25-6/18/25
ARIAS	JESUS	Α	School Plant Ops Mngr II	MIWOK MIDDLE SCHOOL	5/24/2025	6/30/2025	LOA (PD) FMLA/CFRA 3/17-6/30/25
ONZALEZ-PEREZ	JUAN	Α	Custodian	HIRAM W. JOHNSON HIGH SCHOOL	5/16/2025	6/30/2025	ADMIN LOA (PD) 5/16/25
UERTA	MANUEL	A	Custodian	MARK TWAIN ELEMENTARY SCHOOL	5/13/2025	6/30/2025	ADMIN LOA (PD) 5/13/25
BAL	ZARINA	A	Instructional Aide	H.W. HARKNESS ELEMENTARY	5/19/2025	6/30/2025	LOA (PD) 5/19-6/30/25
ATSUURA	SARA	A	Occupational Therapist	SPECIAL EDUCATION DEPARTMENT	4/5/2025	5/20/2025	LOA (PD) 4/5-6/20/25
AYAN	PATRICIA	В	Educational Assistant	JOHN MORSE THERAPEUTIC	4/1/2025	5/30/2025	LOA (PD) 4/1-5/30/25
EYES SALAZAR		A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/14/2025	5/31/2025	LOA RTN (PD) /CFRA 5/14/25
	IXSA	A	Custodian	EARL WARREN ELEMENTARY SCHOOL	2/20/2025	5/18/2025	LOA (UNPD) 2/20-5/18/25
LVA AGUILAR LVA AGUILAR	MA DEL MA DEL	A	Custodian	EARL WARREN ELEMENTARY SCHOOL	5/19/2025	6/2/2025	LOA RTN 5/19/25
_VA AGUILAK	IVIA DEL	ļ, t	Guotouidii	Date Walter Lecille Tale Tollook	3/13/2023	3/2/2023	20,11111 0,10/20
E-ASSIGN/STATUS CHANGE						0//=/	
ORD	GLORIA	Α	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	7/1/2025	8/15/2025	AMEND SEP/RETIRE 8/15/25
EYES JR	MARIO	В	Lead Campus Supervisor	SAFE SCHOOLS OFFICE	6/2/2025	6/30/2025	REA/STCHG/TR/WVG 6/2/25

NameLast	NameFirst		JobClass	PrimeSite	BegDate	EndDate	Comment	Page 2 of 2
ARAGONA	GIANNA	В	Inst Aid, Spec Ed	JOHN CABRILLO ELEMENTARY	1/13/2025	5/13/2025	SEP/TERM 5/13/25	
BRINKLEY	BERTRAM	Α	Tech Support Spec II	TECHNOLOGY SERVICES	7/1/2025	7/11/2025	SEP/RETIRE 7/11/25	
CALLOWAY	FELTON	Α	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	7/1/2024	5/13/2025	SEP/RETIRE 5/13/25	
CHA	RICHARD	В	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	10/1/2024	4/28/2025	SEP/TERM 4/28/25	
CHIANG	GULNARA	Α	Inst Aid, Spec Ed	THEODORE JUDAH ELEMENTARY	6/3/2025	6/12/2025	SEP/RETIRE 6/12/25	
CONWAY	GENISHA	В	Inst Aid, Spec Ed	ENGINEERING AND SCIENCES HS	12/2/2024	5/16/2025	SEP/TERM 5/16/25	
CRESPO	JAIME	Α	Campus Monitor	MIWOK MIDDLE SCHOOL	2/25/2025	5/13/2025	SEP/RESIGN 5/13/25	
GARCIA CAZARES	ANDY	Α	School Intervention Staff Asst	ROSEMONT HIGH SCHOOL	9/1/2024	5/30/2025	SEP/RESIGN 5/30/25	
GUMNS	KYLEE	Α	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	9/1/2024	6/20/2025	SEP/RESIGN 6/20/25	
LAKIEN	DIXIE	В	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/4/2024	5/9/2025	SEP/TERM 5/9/25	
LOBKOV	GEORGIY	Α	Custodian	CAMELLIA BASIC ELEMENTARY	7/1/2024	6/13/2025	SEP/RETIRE 6/13/25	
LOPEZ	STEVEN	Α	Nutr Serv Purch and Wrhse Spec	NUTRITION SERVICES DEPARTMENT	1/6/2025	5/2/2025	SEP/TERM 5/2/25	
LUNA	FELICIA	В	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	9/23/2024	5/20/2025	SEP/RESIGN 5/20/25	
MARSHALL	ANGELA	Α	Applications Spec I	TECHNOLOGY SERVICES	7/1/2025	7/4/2025	SEP/RESIGN 7/4/25	
MIAN	MICHELE	Α	Inst Aid, Spec Ed	GENEVIEVE DIDION ELEMENTARY	8/2/2024	5/6/2025	SEP/RETIRE 5/6/25	
PERREIRA	DIANE	Α	Interp for the Deaf	SPECIAL EDUCATION DEPARTMENT	7/1/2024	5/21/2025	SEP/39 MO RR 5/21/25	
RODRIGUEZ	VIRGINIA	В	Inst Aid, Spec Ed	ROSA PARKS MIDDLE SCHOOL	3/3/2025	5/16/2025	SEP/RESIGN 5/16/25	
SINGH	SHALESHNI	В	Office Tchncn III	HEALTH PROFESSIONS HIGH SCHOOL	11/18/2024	5/5/2025	SEP/TERM 5/5/25	
TRIAS	ARNELO	Α	Custodian	GENEVIEVE DIDION ELEMENTARY	7/1/2024	4/30/2025	SEP/RETIRE 4/30/25	
WALKER	KLOE	В	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	9/9/2024	5/9/2025	SEP/RESIGN 5/9/25	
TRANSFER								
ESYUTIN	ANDREY	Α	Custodian	BUILDINGS & GROUNDS/OPERATIONS	5/14/2025	5/31/2025	TR 5/14/25	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1f

Meeting Date: June 5, 2025

<u>Subject</u>: Approve SETA Resolution Authorizing Execution of Delegate Agency Agreement

	Information Item Only			
Χ	Approval on Consent Agenda			
	Conference (for discussion only)			
	Conference/First Reading (Action Anticipated:)			
	Conference/Action			
	Action			
	Public Hearing			
Division: Early Learning and Care				

Recommendation: Request for approval to adopt the resolution authorizing Sacramento City Unified School District, as the delegate agency, to enter into an agreement with the Sacramento Employment and Training Agency (SETA) for the continued operation of the Head Start program, and to authorize designated staff to act on behalf of the district regarding this agreement.

<u>Background/Rationale</u>: The Sacramento Employment and Training Agency (SETA) serves as the Head Start grantee in Sacramento County and partners with local governmental entities to deliver Head Start and Early Head Start services. SCUSD has served as a delegate agency, delivering early childhood education services under this partnership.

This resolution is a required component of the annual Head Start refunding application, which has previously been submitted. The resolution formalizes SCUSD's authority to execute the new agreement for the upcoming program year and identifies the designated district representatives who may act on its behalf in matters related to this agreement. It also confirms the current members of the district's governing body, as required by SETA.

<u>Financial Considerations</u>: The resolution allows SCUSD to identify individuals who may act on its behalf in matters related to agreement. There is no impact on the General Fund

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making

Goal 8: Basic Services and District Operations/Supports

Documents Attached:

1. Resolution Authorizing Execution of Delegate Agency Agreement from the Sacramento Employment Agency Agreement

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer Mikako Hill Fisher, ELC Assistant Superintendent

Approved by: Lisa, Allen, Superintendent

RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

(GOVERNMENTAL ENTITY)

WHEREAS,				
(Legal Name of Entity) a California local governmental entity (hereinafter referred to as "DELEGATE"), desires to enter				
into an AGREEMENT with the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a				
Joint Powers Agency and Head Start Grantee (hereinafter referred to as "SETA"), for the				
operation of a Head Start Program under the Head Start Act, 42 U.S.C. Section 9801, et seq., as				
amended;				
THEREFORE, BE IT RESOLVED THAT the Governing Body of DELEGATE hereby				
authorizes the execution of AGREEMENT # by and between DELEGATE and				
SETA; and				
BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the				
position(s) of:				
<u>Title</u>				
1				
2				
3				
is/are hereby authorized on behalf of and in the name of DELEGATE and as its official act and				
deed to sign and otherwise enter into AGREEMENT # with SETA; and				
BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the				
position(s) of:				
<u>Title</u>				
1				
2				
3				

shall be authorized to act on behalf of	DELEGATE with respect to this	AGREEMENT
# by and between	een DELEGATE and SETA and	I that SETA may rely upon
any communication or act, including	g telephone communication,	made by the individuals
authorized to act on behalf of DELEGA	TE pursuant to this resolution;	and
BE IT FURTHER RESOLVE	D THAT the following individ	uals comprise the entire
Governing Body of DELEGATE***:		
<u>Name</u>	Address	City, Zip Code
1		
2		
3		
4		
5		
6		
7		
8		
9		
""" Add additional pages it necessary		

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by SETA.

l,		
I,(Name/Title)	
of(Legal Name of Entity)		, a California
(Legal Name of Entity) local governmental entity, do hereby certify and decl		
complete copy of a resolution duly passed and adopted	d by the Governing Body	of said entity at a
meeting of said Body duly and regularly called, noticed	and held, at	
, on the	day of	<u> </u>
which meeting a quorum of the Governing Body was	present and a majority	of which quorun
voted in favor of said resolution, and that said resolutio	n is now in full force and	l effect.
I have executed this Resolution on this _	day of	, 20
	(Name of Entity)	
BY:	(Signature)	
	(Signature)	
_	(Typed Name)	
_	(Title)	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1g

Meeting Date: June 5, 2025

Subject: Approve Facilities Use Agreement with St. HOPE Public Schools for use of the Property at 5201 Strawberry Lane

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

Division: Office of the Deputy Superintendent

Recommendation: Staff recommends that the Board approve the Facilities Use Agreement.

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.

Last year, 5 of 7 of the District's facility use agreements (FUAs) with independent charter schools were updated and made co-terminus with the charter term. The current FUA with St. HOPE Public Schools (SHPS) for use of the property at Strawberry Lane is due to expire on June 30, 2025. This FUA would renew that agreement through their next charter term: July 1, 2025-June 30, 2030. It has already been approved by the SHPS Executive Board.

<u>Financial Considerations</u>: The FUA is updated to reflect the legally allowable charges for charter occupancy of district facilities. The facility use fees are based on actual district expenditures and encourage charter partners to also invest in the facility.

LCAP Goal(s): NA

Documents Attached:

1. Facility Use Agreement between St. HOPE Public Schools and Sacramento City Unified School District for Use of the Facility at 5201 Strawberry Lane

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

Page 2 of 2



FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39 Sacramento City Unified School District / St. HOPE Public Schools Public School 7

THIS FACILITIES USE AGREEMENT ("Agreement") is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and St. HOPE Public Schools a California nonprofit corporation operating the Public School 7 charter schools. St. HOPE Public Schools and Public School 7 are collectively referred to as the "Charter School." The District and Charter School are each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

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 District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 5201 Strawberry Lane, Sacramento, CA, 95817 which is more commonly known as the John Muir or Strawberry Lane Campus (the "Site").

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

WHEREAS, the Charter School serves students enrolled in Transitional Kindergarten through 5th grade at Public School 7, and the Charter School desires to use the Site and the facilities located thereon ("Facilities") for the operation of the Charter School's program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 school year concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, "Proposition 39") during the Term of this Agreement.

WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2025 and shall expire on June 30, 2030 ("Term"), the end of the Charter School's currently authorized charter term, subject to the options to extend set forth in Section 1.b.

a. Early Termination.

i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.

b. Option to Extend the Term.

- i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District's Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
- c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.

2. **SITE**.

- a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School's charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
 - i. <u>Exclusive Use Space</u>. The Charter School's right to exclusively use designated space as more fully described in <u>Exhibit 1</u> shall be coterminous with the term of this Agreement.

- ii. <u>Shared Use Space</u>. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. There is no shared space indicated in this site map.
- iii. <u>District Access.</u> During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
- iv. <u>Use of Exclusive Space</u>. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. Satisfaction of Proposition 39 Obligation/Waiver of Claims. The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. FACILITIES USE FEE.

a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities.

The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

b. Late Payments. Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five

(5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. USE.

- a. Charter School Facility Use Handbook. The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as Exhibit 3 and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).

d. Prohibited Uses.

i. <u>No Increase in Insurance</u>. The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the

- Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.
- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. <u>No Nuisance or Waste.</u> The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to

schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit** 3 for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

- FURNISHINGS AND EQUIPMENT. The District agrees to provide the Charter School with 5. reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment ("Furnishings Request") of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School's use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District's cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
- 6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
 - a. Following a disruption of connectivity during a 2024-25 construction project, the Charter will assume responsibility for establishing an Intrusion Dialer system.

Charter will be responsible for maintaining an active relationship with a 3rd party to ensure adequate connection to emergency alert systems.

7. UTILITIES.

- **Responsibility for Cost.** The Charter School shall be solely responsible for the a. cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- **b.** Compliance with District Energy Conservation Policies. In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. Failure to Furnish Utilities. The District's failure to furnish 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 to the District.
- d. Improvements Triggering Upgrades to Utilities. Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations,

additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.

- a. Condition of Property. The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- **Partial Damage Insured.** If the Site is damaged by any casualty which is c. covered under fire and extended coverage insurance carried by the District, then the District may restore the 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 licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with 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, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site 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. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as Exhibit 3 (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. Williams Monitoring. If the Site is subject to Williams monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to Exhibit 3 for further detail on Williams monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as

Exhibit 3 (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. Use of Third Parties for Custodial Services, and Groundskeeping. To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
- f. Monitoring and Inspections by District Employee. A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as

required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

Responsibility for Major Repairs and Major Maintenance. The District shall be g. responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be

responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

- **Requirements.** The Charter School shall not make, construct, or install any a. alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over

the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or

- individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.
- Compliance with the California Environmental Quality Act (CEQA). For any e. project associated with the Charter School's alteration, addition, or improvement to the Site, the District shall act as the "lead agency" for any required compliance with CEQA under Public Resources Code sections 21000 et seq. and Title 14 of the California Code of Regulations, sections 15000 et seq., including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School's sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School's use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. Failure to Comply with Construction Standards. Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District's approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. <u>Reimbursement of District Fees and Costs.</u> For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for

environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately 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 the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. ENTRY BY THE DISTRICT.

a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational

program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. INDEMNITY.

a. Charter School's Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party 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, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
 - 1. <u>Coverage under SCUSD Schools Insurance Authority Policy (SIA)</u>. To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 - 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 - 3. <u>Workers' Compensation</u>. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers'

- Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.
- 4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- 5. <u>Professional Liability</u>. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
- c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling join powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.

- d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the Charter School under this Agreement shall be occurrence-based, not "claims made." In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.
- **14. ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. DEFAULT AND REMEDIES.

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
 - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
 - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
 - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Site or of the Charter School's interests in this Agreement, where possession is not restored to the

Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School's assets located at the Site or of the Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
- v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
 - Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice

- other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. Default by the District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.
- 16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.

17. MISCELLANEOUS.

- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
- b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
- c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
- d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.

- e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
- f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.
- g. Joint Obligation of St. HOPE Public Schools and Sacramento Charter High School and Public School 7. For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. HOPE Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. Time of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. Binding Effect, Choice of Law, Venue. The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any

covenant, term or conditions unless otherwise expressly agreed to by the District in writing.

- I. Holding Over. The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. 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.
- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:

Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824

Attention: Superintendent's Office Email: Superintendent@scusd.edu

CHARTER SCHOOL:

St. HOPE Public Schools 2315 34th Street Sacramento, CA 95817 Attention: Superintendent

Email: TBD

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties' respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity

- and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICT:	CHARTER SCHOOL:
	Signed by: Elisha Parsons 5133B27936D8422
Superintendent	Superintendent
	Elisha Parsons
Print Name	Print Name
	5/21/2025
Date	Date
Date of District Board of Trustees' Approval:	
	May 13, 2025
Date of Charter School Board of Directors' Appr	roval:

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-25

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

School Nam School Cod Site Area:	ne: PS7 Eleme e:	ntary School	(K-5)			Key District Use			UTILITY %	: 100%		TOTAL SQUA Sq Footage F		AGE for FEE	CALCULATION	12,495.78
Year Built: A.P.N.	01 Strawberry	Lane, Sacra	mento, CA 958	320		Charter Use	Only (Full Am Only (Discour	ount for FUA P nted based on (ro-Rata) Capital Impro	ovement)		37,866 0	1.00	0 12495.78 0		
Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	<u>District</u> <u>Only</u>	<u>Charter</u> <u>Use</u>	Capital Improvment	Shared Use				
PERMANE	NT BUILDING	S														
Bldg. A						2,024]								
	A-01		Kindergarten Toilet Girls RR		1225	5					1225	i				
	A-02		Boys RR Kindergarten		1225	5					1225					
	A-03		Toilet Closet Kindergarten Toilet Closet	V	1225	5					1225					
	AREA TOTAL WALKWAYS DMS				3675 0)										
Bldg. B						2,024		.]								
	B-01		Preschool Toilet	Ž	1225	5					1225					
	B-02		Closet Preschool Toilet Closet		1225	5					1225	i				
	B-03		Kindergarten Boys RR Girls RR Toilet Toilet		1225	5					1225					
	AREA TOTAL WALKWAYS DMS	i			3675 0)		.I								
Bldg. C								.]								
	C-01 C-02 C-03		1st grade 1st grade 1st grade	ž	960 960 960)					960 960 960	1				
	AREA TOTAL WALKWAYS	:	; g .aac	:	2880 0)		.1				•				

School Nam School Code Site Area:	e: PS7 Elemer e:	ntary School	(K-5)			Key District Use			UTILITY %:	100%		TOTAL SQU Sq Footage		AGE for FEE	CALCULATION	12,495.78
Year Built: A.P.N.	01 Strawberry	Lane, Sacrai	mento, CA 958	320		Charter Use	Only (Full Am Only (Discour	nount for FUA P nted based on 0	ro-Rata) Capital Impro	ovement)		0 37,866 0	1.00 0.33 0	0		
Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	District Only	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use				
CLASSROC)MS				3	3		I								
Bldg. D]								
	D-01		First Grade	V	960		<u> </u>	-			960					
	D-02		First Grade	<u> </u>	960		}	-			960					
	D-03		Second Grad	∠	960	<u> </u>]			960					
BUILDING A COVERED V CLASSROC					2880 (3)										
Bldg. E]								
	E-01		Second Grad		960		!				960					
	E-02		Second Grad		960			-			960					
	E-03		Second Grad	V	960]			960					
BUILDING A COVERED V CLASSROC					2880 (3)										
Bldg. F]								
	F-01		Second Grad		960			-			960					
	F-01		Third Grade	✓	960			-			960					
			Boys RR				; : :									
			Girls RR					_								
	AREA TOTAL				1920											
COVERED V					2											
Bldg. G								7								
	G-01 G-02		Third Grade		960 960			-			960 960					
	G-02 G-03		Third Grade Third Grade	V V	960			-			960					
BUILDING A	AREA TOTAL		•		2880)	·	-1								
COVERED CLASSROC	WALKWAYS				()										
Bldg. H																
	H-01		Fourth Grade	_	960		<u> </u>	-			960					
L		<u>.i</u>		·				.1								

	e: PS7 Elemei	ntary School	(K-5)						UTILITY %:	100%				TAGE for FE	E CALCULATION	12,495.78
School Code	:					Key						Sq Footage				
Site Area:						District Use	Only (Full Am	sount for ELIA D	ra Data)			0	0.00			
Year Built: A.P.N.						Charter Use	Only (Full An	nount for FUA Printed based on C	ro-Rata)	v (amant)			1.00			
	11 Strawborny	Lane Sacrar	mento, CA 958	220		Shared Use	Only (Discou	nted based on C	apital impro	vement)		37,866 0	0.33	12495.78		
Address. 520	or Strawberry	Lane, Sacial	mento, CA 950	520		Silaleu USE						0		0		
Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	District Only	<u>Charter</u> <u>Use</u>	<u>Capital</u> <u>Improvment</u>	Shared Use				
	H-02		Fourth Grade	4	960			-			960					
	H-03		Fourth Grade		960						960					
BUILDING A	DEA TOTAL				2880											
COVERED V					2000											
CLASSROO					3											
								7								
Bldg. I					<u> </u>											
	I-01		Fourth Grade	V	960			-			960					
	I-02		Fourth Grade	Z	960	-		-			960					
	I-03		Third Grade	<u>Y</u>	960			-			960					
BUILDING A	DEA TOTAL				2880											
COVERED V					2000											
CLASSROO					3											
						,		7								
Bldg. J								-								
	J-01		Fifth Grade	V	960			-			960					
	J-02		Fifth Grade	Z	960	-		-			960					
	J-03		Fifth Grade	<u>Y</u> <u>Y</u>	960			-			960					
BUILDING A	RFA TOTAL				2880											
COVERED V					0											
CLASSROO					3											
						,		7								
Bldg. J								-								
	J-01		Fifth Grade	V	960			-			960					
	J-02		Fifth Grade	<u>V</u>	960						960					
BUILDING A	REA TOTAL				1920											
COVERED V					0											
CLASSROO					2											
								_				_				
Bldg. ADMII	1				2940	2,024		-			2940					
					<u> </u>			-								
								-								
								-								
								-								
L		<u> </u>			<u> </u>	.L		.1								
BUILDING A					2940											
COVERED V					0											
25,000,000					U											

School Code Site Area: Year Built: A.P.N.		·	(K-5) mento, CA 958	320				ount for FUA Pr				TOTAL SQU Sq Footage 0 0 37,866 0	0 0 0 12495.78 0	LCULATION	12,495.78
Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	<u>District</u> <u>Only</u>	Charter Use	Capital Improvment	Shared Use			
Bldg. MULT	IPURPOSE				3576						3576	l			
BUILDING A COVERED V CLASSROO	WALKWAYS				3576 0 0										

TOTAL

Summary Portable Building Area	NA
•	NA NA
Portable Covered Corridors and Walkways	
Portable Classrooms	NA
Permanent Building Areas	37,866
Covered Walkways	07,000
Permanent Classrooms	31
Permanent Classicoms	31
Total Site Area	37,866
Total Covered Walkways	0
Grand Total	37,866
Grand Total	37,000
Total Charter Space at Full ProRata	0
Total Charter Space at Discounted Pro-Rata	37,866
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)	.,,,,,,,
Total Exclusive Charter Space	37,866
Total Exclusive Orlanter Opace	07,000
Total Exclusive District Space	0
Total Shared Space	0
Ratio of Charter to District Space (Total Charter / Total Site Area)	0
Share Space Allocated to Charter (Ratio * Total Shared)	0
Charo opaco / mocatoa to chartor (namo Total Offaroa)	
Total Space to be reflected in the FUA = Sum of Total Charter + Total Share	37,866
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)	100.00%

0 37,866

School Name: PS7 Elementary School (K-5)

School Code: Site Area:

Year Built: A.P.N.

Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

Key District Use

Charter Use Only (Full Amount for FUA Pro-Rata)

Charter Use Only (Discounted based on Capital Improvement)

Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 12,495.78
Sq Footage Rate

0 0.00 0
0 1.00 0
37,866 0.33 12495.78
0 0 0

Bldg/Room Code	Bldg/Room Classro No. No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	District Only	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use
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AS NOTED

	"Pro-Rata" Facility Fee Calculation for Charter School	I Facilities			
	St. Hope PS 7 Elementary, Strawberry Lane Site; School Year:	2024-2025			
Footage Fee Calculation (from FUA):	12,495.78	% Utilities	100.00%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bill	8
	Billing Schedule				
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$11,902.23	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD		Ū	
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$11,902.23	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within Sacramento City Unified School District Facilities

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Introduction

This Charter School Facilities Use Handbook ("Handbook") will be a living document that has been developed by the Sacramento City Unified School District ("District") to outline facility use requirements and processes that will help ensure a common shared understanding between the District's Facilities Department and Independent Charter Schools ("Charters") that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District's Collective Bargaining Agreements (CBA's) with Labor Partners, it should be noted that CBA's can and do change over time through the negotiated process and the agreements in those CBA's will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District's CBA's change.

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will <u>not</u> be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff <u>will</u> pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

Maintenance

Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the "pro-rata" cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safety by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services (916) 752-3034

Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at https://www.scusd.edu/special-project-requests. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

Installing an additional hydration station	Adding a new pickle ball court on the playground	Installing a new garden bed
Installing garden irrigation	Painting a mural on the site	Planting trees and shrubs
Installing benches on the playground or field	Added fencing around the school site	Added security cameras

Network Infrastructure

Charters are required to maintain the District's network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District's network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District's security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

HVAC Controls

The District's Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter's projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site.

Operations (Custodial)

Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, "from top to bottom," to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

Security

District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

Utilities

Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may 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.

Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land 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/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

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month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

Capital Improvements

Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

<u>District Construction Standards and Specifications</u>

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

<u>Legal Requirements of the Capital Project</u>

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated "1A" map of the entire school facility on the property. All final Division of State Architect documents must be filed.

Abandoned Charter Facility Improvements or Equipment

It shall be the Charter's responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

Summary of Charges

Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

Type of Charge	Calculation Method	Billing Timeline
"Pro-Rata" Facility Fee	 Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc. Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement 	Billed quarterly Payment expected within 60 days of invoice
Utilities	Actual Costs	Billed quarterlyPayment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.

Most Recent Update: April 12, 2024





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1h

Meeting Date: June 5, 2025

Subject: Approve Facilities Use Agreement with St. HOPE Public Schools for use of the Property at 2315 34th Street

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

<u>Division</u>: Office of the Deputy Superintendent

<u>Recommendation</u>: Staff recommends that the Board approve the Facilities Use Agreement.

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.

Last year, 5 of 7 of the District's facility use agreements (FUAs) with independent charter schools were updated and made co-terminus with the charter term. The current FUA with St. HOPE Public Schools (SHPS) for use of the property at 34th Street is due to expire on June 30, 2025. This FUA would renew that agreement through their next charter term: July 1, 2025-June 30, 2030. It has already been approved by the SHPS Executive Board.

<u>Financial Considerations</u>: The FUA is updated to reflect the legally allowable charges for charter occupancy of district facilities. The facility use fees are based on actual district expenditures and encourage charter partners to also invest in the facility.

LCAP Goal(s): NA

Documents Attached:

1. Facility Use Agreement between St. HOPE Public Schools and Sacramento City Unified School District for Use of the Facility at 2315 34th Street

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

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FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39 Sacramento City Unified School District / St. HOPE Public Schools Sacramento Charter High School & Public School 7

THIS FACILITIES USE AGREEMENT ("Agreement") is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and St. HOPE Public Schools a California nonprofit corporation operating the Sacramento Charter High School and Public School 7 charter schools. St. HOPE Public Schools and Sacramento Charter High School and Public School 7 are collectively referred to as the "Charter School." The District and Charter School are each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

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 District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 2315 34th Street, Sacramento, CA, 95817 which is more commonly known as the 34th Street Campus (the "Site").

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

WHEREAS, the Charter School serves students enrolled in 6th-8th at Public School 7 and 9th-12th at Sacramento Charter High School, and the Charter School desires to use the Site and the facilities located thereon ("Facilities") for the operation of the Charter School's program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2025-26 through 2029-30 school year concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, "Proposition 39") during the Term of this Agreement.

WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2025 and shall expire on June 30, 2030 ("Term"), the end of the Charter School's currently authorized charter term, subject to the options to extend set forth in Section 1.b.

a. Early Termination.

i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.

b. Option to Extend the Term.

- i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District's Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
- c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.

2. **SITE**.

a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School's charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by

this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- <u>Exclusive Use Space</u>. The Charter School's right to exclusively use designated space as more fully described in <u>Exhibit 1</u> shall be coterminous with the term of this Agreement.
- ii. <u>Shared Use Space</u>. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. The district reserves sole use of the swimming pool complex, auditorium, and other areas indicated in blue in **Exhibit 1**.
- iii. <u>District Access.</u> During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
- iv. <u>Use of Exclusive Space</u>. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. Satisfaction of Proposition 39 Obligation/Waiver of Claims. The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend

to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. FACILITIES USE FEE.

a. Facilities Use Fee. For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

b. Late Payments. Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. USE.

- a. Charter School Facility Use Handbook. The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as Exhibit 3 and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).

d. Prohibited Uses.

- i. No Increase in Insurance. The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.
- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. <u>No Nuisance or Waste.</u> The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.
- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost

- to the District of any District employees' time spent performing such repair or maintenance work.
- j. Civic Center Act. The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 et seq.) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to Exhibit 3 for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.
- 5. FURNISHINGS AND EQUIPMENT. The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment ("Furnishings Request") of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School's use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District's cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.

6. TECHNOLOGY/TELECOMMUNICATIONS. The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.

7. UTILITIES.

- **Responsibility for Cost.** The Charter School shall be solely responsible for the a. cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. Compliance with District Energy Conservation Policies. In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. Failure to Furnish Utilities. The District's failure to furnish 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 to the District.

d. Improvements Triggering Upgrades to Utilities. Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.

- a. Condition of Property. The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. Partial Damage Insured. If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the 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 licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with 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, there

- shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site 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. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. Routine Maintenance. Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as Exhibit 3 (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. Williams Monitoring. If the Site is subject to Williams monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to Exhibit 3 for further detail on Williams monitoring and site inspections.

- d. Custodial Services and Groundskeeping. The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as Exhibit 3 (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.
- Use of Third Parties for Custodial Services, and Groundskeeping. To the extent e. the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate

with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

Responsibility for Major Repairs and Major Maintenance. The District shall be g. responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that

- such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.
- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable

written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- Compliance with the California Environmental Quality Act (CEQA). For any e. project associated with the Charter School's alteration, addition, or improvement to the Site, the District shall act as the "lead agency" for any required compliance with CEQA under Public Resources Code sections 21000 et seq. and Title 14 of the California Code of Regulations, sections 15000 et seq., including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School's sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School's use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. Failure to Comply with Construction Standards. Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District's approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the

- District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. Reimbursement of District Fees and Costs. For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.
- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately 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 the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. ENTRY BY THE DISTRICT.

a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site

shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. INDEMNITY.

a. Charter School's Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party 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, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice

from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
 - 1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 - 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that

- District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
- 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.
- 4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- 5. <u>Professional Liability</u>. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
- c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling join powers authority

- operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
- d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the Charter School under this Agreement shall be occurrence-based, not "claims made." In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.
- **14. ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. DEFAULT AND REMEDIES.

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
 - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
 - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
 - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter

School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Site or of the Charter School's interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School's assets located at the Site or of the Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
- v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
 - Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed

to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.

- c. Default by the District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.
- 16. DISPUTE RESOLUTION. The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.

17. MISCELLANEOUS.

- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
- b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
- c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.

- d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
- e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
- f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.
- g. Joint Obligation of St. HOPE Public Schools and Sacramento Charter High School and Public School 7. For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. HOPE Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. Time of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. Binding Effect, Choice of Law, Venue. The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the

same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.

- I. Holding Over. The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. 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.
- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:

Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824

Attention: Superintendent's Office

Email: Superintendent@scusd.edu

CHARTER SCHOOL:

St. HOPE Public Schools 2315 34th Street Sacramento, CA 95817

Attention: Superintendent

Email: TBD

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties' respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICT:	CHARTER SCHOOL:
	Signed by: Elistra Parsons
Superintendent	Superintendent
	Elisha Parsons
Print Name	Print Name
	5/21/2025
Date	Date
Date of District Board of Trustees' Approval:	
Date of Charter School Board of Directors' Appr	may 13, 2025

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-24

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00
Sq Footage Rate
35,028 0.00 0
226,620 1.00 226620
0 0.33 0
0 0 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	District Use	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
PERMANEN	T BUILDINGS												
Bldg.001	West Wing					1974	36964						
A-1	W-42	W-42	Classroom	TRUE	938					938			
A-10			VP.	FALSE	141		†			141			
A-101			Mens	FALSE	399		†			399			
A-102			Womens	FALSE	204					204			
A-103			Womens	FALSE	78					78			
A-104			Mens	FALSE	52		1			52			
A-106			Womens	FALSE	118					118			
A-107			Mens	FALSE	142					142			
A-107B			Janitor	FALSE	38					38			
A-109			Womens	FALSE	108		†			108			
A-11			Dean	FALSE	142		1			142			
A-110			Mens	FALSE	90					90			
A-12	W-2	W-2	Attendance	FALSE	383					383			
A-13	W-1	W-1	Reception	FALSE	880		1			880			
A-14	W-1A	W-1A	Principal	FALSE	302		1			302			
A-15	W-1B	W-1B	Conference Rm	FALSE	302]			302			
A-16	W-43	W-43	Classroom	TRUE	908					908			
A-17	W-35	W-35	Classroom	TRUE	879					879			
A-18	W-36	W-36	Classroom	TRUE	879					879			
A-19	W-38	W-38	Classroom	TRUE	881]			881			
A-2	W-41	W-41	Classroom	TRUE	908					908			
A-20	W-5	W-5	Counselor	FALSE	165					165			
A-21	W-5	W-5	Counselor	FALSE	169					169			
A-22	W-5	W-5	Counselor	FALSE	164					164			
A-23	W-5	W-5	Counselor	FALSE	510					510			
A-24	W-6	W-6	Classroom	TRUE	878					878			
A-25	W-7	W-7	Classroom	TRUE	879					879			
A-26	W-8	W-8	Classroom	TRUE	1216					1216			
A-27	W-44	W-44	Classroom	TRUE	908		<u>.</u>			908			
A-28A	W-34A	W-34A	Conference Rm	FALSE	288		<u> </u>			288			
A-28B	W-34B	W-34B	Office	FALSE	288					288			
A-29			Principal	FALSE	297		<u> </u>			297			
A-3	W-40	W-40	Classroom	TRUE	908		<u> </u>			908			
A-30			Reception	FALSE	279	.	<u></u>			279			
A-31	W-37	W-37	Classroom	TRUE	879	.	<u> </u>			879			
A-32	W-9	W-9	Classroom	TRUE	1028	.	<u> </u>			1028			
A-33	W-45	W-45	Classroom	TRUE	908		ļ			908			
A-34	W-33	W-33	Classroom	TRUE	881	ļ	<u>.</u>			881			
A-35	W-31	W-31	Classroom	TRUE	878	.	<u> </u>			878			
A-36			Media Center	FALSE	5398	.	<u> </u>			5398			
A-37	W-28	W-28	Classroom	TRUE	908		ļ			908			
A-38	W-29	W-29	Classroom	TRUE	880	ļ	<u>.</u>			880			
A-39	W-30	W-30	Classroom	FALSE	876	ļ				876			
A-4	W-39	W-39	Work Room	FALSE	430	L				430			

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00 Sq Footage Rate 35,028 0.00 0 226,620 1.00 226620 0 0.33 0 0 0 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	District Use	<u>Charter</u> <u>Use</u>	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
A-40	W-24	W-24	Classroom	TRUE	753					753			
A-41	W-23	W-23	Classroom	TRUE	485		ļ			485			
A-42	W-21	W-21	Classroom	TRUE	733		į			733			
A-43			Storage	FALSE	144		<u> </u>			144			
A-43B			Storage	FALSE	98					98			
A-44	W-17	W-17	Lab	FALSE	1225					1225			
A-45	W-25	W-25	Classroom	TRUE	757		<u> </u>			757			
A-46	W-22	W-22	Classroom	TRUE	731		ļ			731			
A-47	W-20	W-20	Classroom	TRUE	1650		<u> </u>			1650			
A-48	W-19	W-19	Lab	FALSE	1492		ļ			1492			
A-49	W-18	W-18	Lab	FALSE	1648		<u> </u>			1648			
A-49B			Storage	FALSE	45		ļ			45			
A-5	W-4	W-4	Parent Center	FALSE	143		<u>.</u>			143			
A-50	W-16	W-16	Lab	FALSE	1650		ļ			1650			
A-51			Book Room	FALSE	1752		<u>.</u>			1752			
A-52	W-14	W-14	Classroom	TRUE	907		ļ			907			
A-53	W-13	W-13	Conf. Room	FALSE	780		<u> </u>			780			
A-54	W-12	W-12	Classroom	TRUE	1249					1249			
A-55			Print Office	FALSE	139]			139			
A-56	W-26	W-26	Classroom	TRUE	938		<u>]</u>			938			
A-57	W-27	W-27	Classroom	TRUE	908					908			
A-6	W-4	W-4	Waiting Room	FALSE	160					160			
A-60			Corridor	FALSE	2060		<u> </u>			2060			
A-61A			Corridor	FALSE	947		ļ			947			
A-61B			Corridor	FALSE	1047		ļ			1047			
A-61C			Corridor	FALSE	609		<u> </u>			609			
A-62			Corridor	FALSE	733					733			
A-63			Corridor	FALSE	493		ļ			493			
A-64			Corridor	FALSE	1062		ļ			1062			
A-65			Corridor	FALSE	579		<u>.</u>			579			
A-66			Corridor	FALSE	767		<u>.</u>			767			
A-7	W-4	W-4	Office	FALSE	134		ļ			134			
A-8	W-4	W-4	Office	FALSE	116		ļ			116			
A-9	W-3	W-3	Reception	FALSE	288		<u> </u>			288			
			Custodian	FALSE	50		 			50			
			Vault	FALSE	74		ļ			74			
			Unspecified	FALSE	1193		ļ			1193			
	\W 40	W 40	Hallway	FALSE	69 405		‡			69			
	W-10	W-10	Student Center	FALSE	485		 			485			
			Work Room	FALSE	190		 			190			
			A.V. Room	FALSE	215		 			215			
	\\\\ 11	\\/ 11	Librarian	FALSE	141		 			141			
	W-11	W-11	Classroom	FALSE	449		 			449			
			Clerk	FALSE	340		 			340			
			Custodian	FALSE	142		 			142			
A C	\A/ 45A	\A/ 4FA	MDF Room	FALSE	238		 			238			
A-6	W-15A	W-15A	Reception	FALSE	93		 			93			
A-6	W-15B	W-15B	VP.	FALSE	142	L	<u> </u>			142			

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

 TOTAL SQUARE FOOTAGE for FEE CALCULATION
 226,620.00

 Sq Footage Rate
 35,028
 0.00
 0

 226,620
 1.00
 226620

 0
 0.33
 0

 0
 0
 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	District Use	<u>Charter</u> <u>Use</u>	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
			Electrical Room	FALSE	68					68			
			Electrical Room	FALSE	45					45			
			Storage	FALSE	56					56			

BUILDING AREA TOTAL 59,999
COVERED WALKWAYS 0
CLASSROOMS 28

Bldg. 002	Commons				1974	36964
S201		Food Storage	FALSE	181		
S204		Stairs	FALSE	59		
		Storage	FALSE	493		
Z200		Storage	FALSE	25		
Z201		Snack Bar	FALSE	184		
K202		Scullery	FALSE	173		
S203		Lockers	FALSE	45		
T201		Toilet	FALSE	23		
K201		Kitchen	FALSE	125		
C201		Office	FALSE	76		
S202		Storage	FALSE	92		
U200		Multi-use	FALSE	16,412		
		Clock Tower	FALSE	1,024		
		Unspecified	FALSE	1,816		

BUILDING AREA TOTAL	20,728
COVERED WALKWAYS	600
CLASSROOMS	0

Bldg. 003	East Wing					1974	36964
-							
C-1	E-39	E-39	Classroom	TRUE	937		
C-2	E-38	E-38	Classroom	TRUE	910		
C-3	E-37	E-37	Classroom	TRUE	909		
C-4	E-13	E-13	Auto Shop	FALSE	2101		
C-4 C-4A			Office	FALSE	118		
C-5 C-6 C-7	E-36	E-36	Lab	FALSE	1693		
C-6	E-35	E-35	Classroom	TRUE	907		
C-7	E-34	E-34	Lab	FALSE	1366		
C-8	E-33	E-33	Lab	FALSE	1855		
C-9	E-40	E-40	Classroom	TRUE	905		
C-10	E-12	E-12	Classroom	TRUE	882		
C-11	E-11	E-11	Classroom	TRUE	876		
C-13			Storage	FALSE	169		
			Mens	FALSE	171		
			Womens	FALSE	149		
			Custodian	FALSE	66		
C-14	E-17	E-17	Classroom	TRUE	880		
C-15	E-18	E-18	Lab	FALSE	1325		

181
59
493
25
184
173
45
23
125
76
92
16,412
1,024
1,816

600

937
910
909
2101
118
1693
907
1366
1855
905
882
876
169
171
149
66
880
1325

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00
Sq Footage Rate 35,028 0.00 0
226,620 1.00 226620
0 0.33 0
0 0 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	District Use	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
C-16	E-10A	E-10A	Office	FALSE	105		<u> </u>			105			
C-17	E-10B	E-10B	Office	FALSE	198		<u>.</u>			198			
C-18	E-8	E-8	Classroom	TRUE	875					875			
C-19	E-16	E-16	Computer Lab	FALSE	781					781			
C-20	E-20	E-20	Office	FALSE	182		<u> </u>			182			
C-21	E-15	E-15	Classroom	TRUE	1307					1307			
C-21A			Storage	FALSE	446					446			
			Dark Room	FALSE	56					56			
C-22	E-21	E-21	Classroom	TRUE	879					879			
C-23	E-9	E-9	Computer Lab	FALSE	1176					1176			
C-24	E-6	E-6	Computer Lab	FALSE	789					789			
C-25	E-19	E-19	Classroom	TRUE	866		}			866			
C-26	E-32	E-32	Classroom	TRUE	1212					1212			
C-27			Dark Room	FALSE	299					299			
C-28	E-7	E-7	Classroom	TRUE	879					879			
C-29	E-14	E-14	Classroom	TRUE	879					879			
C-30	E-22	E-22	Classroom	TRUE	879]			879			
C-31	E-23	E-23	Classroom	TRUE	896		1			896			
C-31A	E-42	E-42	Office	FALSE	459					459			
C-32			Storage	FALSE	87					87			
			IDF	FALSE	52					52			
C-33	E-7	E-7	Classroom	TRUE	887					887			
C-35	E-24A	E-24A	Office	FALSE	435		<u> </u>			435			
C-36	E-24B	E-24B	Office	FALSE	435					435			
C-38	E-25	E-25	Classroom	TRUE	879		<u> </u>			879			
C-39	E-31	E-31	Ceramic Lab	FALSE	1521					1521			
	E-41	E-41	Kiln Room	FALSE	135		<u> </u>			135			
C-40	E-43	E-43	Classroom	TRUE	898					898			
C-41A	E-5	E-5	Office	FALSE	431		<u> </u>			431			
C-41B	E-4	E-4	Office	FALSE	431					431			
			Custodian	FALSE	25		<u> </u>			25			
C-42	E-2	E-2	Prcincipal	FALSE	294					294			
C-43	E-1	E-1	Reception	FALSE	305					305			
C-44A	E-26A	E-26A	Office	FALSE	204					204			
C-44B	E-26B	E-26B	Office	FALSE	313		<u> </u>			313			
			Office	FALSE	32		† 			32			
			Custodian	FALSE	93		<u> </u>			93			
C-45			Storage	FALSE	190		<u>†</u>			190			
C-46			Storage	FALSE	154		1			154			
C-47	E-44	E-44	Classroom	TRUE	908					908			
C-48	E-3	E-3	Classroom	TRUE	879		†			879			
C-103			Womens	FALSE	147		1			147			
			Women	FALSE	31		†			31			
C-104			Mens	FALSE	147					147			
			Men	FALSE	31		†			31			
C-49			Event Center	FALSE	6782		1			6782			
C-105			Womens	FALSE	147		<u> </u>			147			
			Women	FALSE	31		<u> </u>			31			

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00
Sq Footage Rate
35,028 0.00 0
226,620 1.00 226620
0 0.33 0
0 0 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	District Use	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
C-106			Mens	FALSE	146					146			1991
			Men	FALSE	31]			31			
C-50	E-27	E-27	Art Classroom	TRUE	877					877			
C-51	E-30	E-30	Art Classroom	TRUE	906					906			
C-52	E-28	E-28	Art Classroom	TRUE	908					908			
C-53	E-29	E-29	Art Classroom	TRUE	938		<u>.</u>			938			
C-55			Corridor	FALSE	532					532			
C-56A			Corridor	FALSE	1209					1209			
C-56B			Corridor	FALSE	1353					1353			
C-56C			Corridor	FALSE	1109		ļ			1109			
C-57			Corridor	FALSE	531		ļ			531			
C-58			Corridor	FALSE	1075		<u>.</u>			1075			
C-59			Corridor	FALSE	532	l .	!			532			
BUILDING AF	REA TOTAL		56,433			_							
COVERED W			1,980							1,980			
CLASSROOM	//S		26										
D			1	1		1007							
Bldg. 004	Auditorium				1	1937	2772						
1st Floor							 						
ist Floor			Corridors	FALSE	2,258				2,258				
			Foyer	FALSE	2,230		····		260				
			Stairs	FALSE	433		†		433				
			Stage	FALSE	4,248		 		4,248				
			Assembly	FALSE	6,390		†		6,390				
			Storage	FALSE	3,177				3,177				
			Toilets	FALSE	573]		573				
			Practice Room	FALSE	613				613				
	Aud 303	Aud 303	Classroom	TRUE	1,044				1,044				
	Aud 301	Aud 301	Classrooms	TRUE	1,044				1,044				
Subtotal 1st F	loor				20,040								
							ļ						
Mezzanine L	evel		Corridors	FALSE	165		÷		165				
			Stairs	FALSE	156				156				
			Toilets	FALSE	330		 		330				
			Storage	FALSE	165		<u> </u>		165				
			Ciorage	IALOL	100		†		103				
Subtotal Mezz	zanine Level				816		ļ						
2nd Elaar						· 	ļ						
2nd Floor			Stairs	FALSE	366		†		366				
			Foyer	FALSE	230		†		230				
			Storage	FALSE	500		†		500				
	Aud 302	Aud 302	Classroom	TRUE	1,925		†		1,925				
	7100 002	7,00 002	Assembly	FALSE	4,779		†		4,779				
					1,770		†		1,110				

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

UTILITY %: 86.61% Key District Use Charter Use Only (Full Amount for FUA Pro-Rata) Charter Use Only (Discounted based on Capital Improvement) Shared Use

Comments

TOTAL SQUAR	E FOOTA	GE for FEE
Sq Footage Rat	е	
35,028	0.00	0
226,620	1.00	226620
0	0.33	0
0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#
Subtotal 2nd Floor					7,800		

Subtotal Zria Floor		1,800	<u> </u>
BUILDING AREA TOTAL	28,656	,	_
COVERED WALKWAYS	188		
CLASSROOMS	3	,	_

Bldg. 005	Dance Annex					1937	2772
	DA 3	DA 3	Classroom	TRUE	1140		
	DA 2	DA 2	Classroom	TRUE	945		
	DA 1	DA 1	Classroom	TRUE	3182		
			Storage	FALSE	394		
			Costumes	FALSE	225		
			Corridor	FALSE	324		

BUILDING AREA TOTAL 6,210 **COVERED WALKWAYS** CLASSROOMS 3

Bldg. 006	Pavilion Gym				1937	2772
1st Floor						
		İ				1
H602		Corridor	FALSE	1762		
V009		Medical Exam	FALSE	587		
H601		Corridor	FALSE	1186		1
C005		Instructor	FALSE	156		
SFTB		Drying	FALSE	516		
R601		Team Lockers	FALSE	4117		
SX61		Storage	FALSE	223		1
SX63		Instructor	FALSE	160		
SX62		Equipment	FALSE	436		
SH61		Storage	FALSE	176		
SNW6		Storage	FALSE	136		1
		Office	FALSE	111		
O002		Office	FALSE	356		1
SC04		Storage	FALSE	111		
C004		Instructor	FALSE	140		1
R602		Team Lockers	FALSE	3559		
TR65		Showers	FALSE	1067		
B600		Pump Room	FALSE	387		
ZC60		Wash Room	FALSE	237		1
TR6T		Toilet	FALSE	302		
SR61		Storage	FALSE	166		
C006		Instructor	FALSE	139		1
SC06		Drying	FALSE	343		1
SME6		Storage	FALSE	131		

	1,140	
/	945	\
/	3,182	\
	394	
\	225	
\	324	/
	948	

<u>Charter</u>

<u>Use</u>

District Use

<u>Capital</u>

<u>Improvment</u>

Shared

<u>Use</u>

to Be

removed

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00
Sq Footage Rate
35,028 0.00 0
226,620 1.00 226620
0 0.33 0
0 0 0

Instructor	Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	District Use	<u>Charter</u> <u>Use</u>	<u>Capital</u> <u>Improvment</u>	Shared Use	to Be removed
SSEO														
SEC Storage FALSE 536								Ļ						
Football Football Stort FALSE 1055 1,055 1,055 1,057 1,049 1,949 1				·\$				ļ						
1079														
1949 1949								<u> </u>						
								<u> </u>						
Section Part				·\$				ļ						
Storage								ļ						
Storage FALSE 107 107 107 107 108				· 🌣										
Tollet (Men)				·÷······				<u> </u>						
Tickets														
Storage FALSE 445								į						
Refreshments				· 🌣				<u>.</u>						
SS86	CROP													
Dressing Rm	2000			·\$				ļ						
Continue								<u> </u>		1				
12,648 12,648 12,648 12,648 110S Shower FALSE 175 111S Shower FALSE 112 112 1112 1112 1112 1112 1112 1112 1112 1112 1112 1117 1116 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1117 1118 1117 1117 1118 1117 1118 1117 1118 1117 1118 1117 1118 1118 1117 1118 118 1118								<u>‡</u>						
Shower FALSE 75								ļ						
Shower										\				
SH60				.÷				<u>.</u>						
Storage				· •				<u>‡</u>		\				
Toilet								ļ		\				
Total Total FALSE 87 87 88 88 88 88 88 8								ļ		\				
Tickets				.÷				-		\				
Toilet (Women)								 		\		/		
Unspecified FALSE 778								ļ		\		/		
Subtotal 1st Floor 40,736 2nd Floor 1800	1 7760							ļ		\				
### And Floor #### Mechanical FALSE 1804 #### Storage FALSE 172 #### Mechanical FALSE 1804 #### Storage FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 #### Mechanical FALSE 172 ##### Mechanical FALSE 172 ##### Mechanical FALSE 172 ###################################				Unspecified	FALSE	778		 		\	113			
### A	Subtotal 1st F	loor				40 736		 		`	\ /			
Mechanical FALSE 1804														
Storage	nd Floor							-						
Storage								<u>.</u>						
Broad Booth FALSE 101								ļ						
TMF								ļ		/		\		
Toilet (Men) FALSE 230								į						
17WF								 		(J		
Toilet (Women) FALSE 204								ļ		\		/		
Suliding Area Total 43,416 COVERED WALKWAYS 1,256 1,256								ļ						
BUILDING AREA TOTAL 43,416 COVERED WALKWAYS 1,256 1,256	IVVF2			Tollet (vvomen)	FALSE	204	.				204			
COVERED WALKWAYS 1,256 1,256	Subtotal 2nd F	Floor		<u> </u>		2,680								
COVERED WALKWAYS 1,256 1,256		EA TOTAL	<u>i</u>	12 116	<u>I</u>		L	i						
											1.256			
				- '							.,200			

UTILITY %: TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620,00 School Name: Sacramento High School 86.61% Sq Footage Rate School Code: 550 Key District Use Site Area: 26.12 Acres 35,028 0.00 Charter Use Only (Full Amount for FUA Pro-Rata) Year Built: 1937, 1967 & 1974 226,620 1.00 226620 A.P.N. 010-0010-002 Charter Use Only (Discounted based on Capital Improvement) 0 0.33 Address: 2315 - 34th Street, Sacramento, CA 95817 Shared Use Bldg/Room Bldg/Room Classroom Year Built/ Charter Capital Shared to Be Classroom No. Room Use Area DSA# Comments **District Use** No. Use Modernized <u>Use</u> Code **Improvment** <u>Use</u> Equipment **FALSE** 138 138 H710 Vestibule **FALSE** 212 212 H708 FALSE 212 212 Vestibule O709 Exercise **FALSE** 858 858 Storage FALSE 115 115 S711 FALSE 211 211 Storage Storage **FALSE** 119 119 C700 Student Store FALSE 518 518 Storage FALSE 292 292 V700 Dance **FALSE** 3826 3,826 FALSE 88 Vestibule 88 **FALSE** V701 Gymnastics 3343 3,343 Classroom TRUE 2072 2,072 FALSE 49 49 Vestibule Coaches **FALSE** 347 347 H700 FALSE 648 648 Corridor C705 FALSE 432 432 Office T708 **FALSE** 179 179 Lockers S700 Storage FALSE 95 95 FALSE B700 Boiler 568 568 S707 FALSE 794 794 Showers FALSE 260 260 Toilet S701 **FALSE** 187 187 Storage Corridor **FALSE** 1933 1,933 J703 FALSE 73 Custodian 73 FALSE G700 Gymnasium 7651 7,651 FALSE 230 230 Unaccounted **BUILDING AREA TOTAL** 25.450 COVERED WALKWAYS 0 **CLASSROOMS** Bldg. 008 Pool Building 1967 29154 Locker Rooms FALSE 1.748 1,748 FALSE 520 520 Toilets Showers **FALSE** 923 923 Office **FALSE** 871 871 FALSE Lobby 372 372 Storage **FALSE** 671 671 Mechanical FALSE 300 300 **BUILDING AREA TOTAL** 5,404 **COVERED WALKWAYS** 779 779 CLASSROOMS 0

Permanent Building Area

Covered Walkways

246,296

5,751

UTILITY %: TOTAL SQUARE FOOTAGE for FEE CALCULATION 226,620.00 School Name: Sacramento High School 86.61% School Code: 550 Sq Footage Rate Key District Use 35,028 Site Area: 26.12 Acres 0.00 Charter Use Only (Full Amount for FUA Pro-Rata) Year Built: 1937, 1967 & 1974 226,620 1.00 226620 A.P.N. 010-0010-002 Charter Use Only (Discounted based on Capital Improvement) 0.33 Address: 2315 - 34th Street, Sacramento, CA 95817 Shared Use Bldg/Room Bldg/Room Classroom Year Built/ Charter Capital Shared to Be Classroom No. Room Use Area DSA# **Comments District Use** Use Modernized Code <u>Use</u> <u>Improvment</u> <u>Use</u> 62 **Permanent Classrooms** PORTABLE BUILDINGS TRUE 960 960 Classroom P2 Classroom **TRUE** 960 960 P3 Classroom TRUE 960 960 P4 TRUE 960 960 Classroom P5 Classroom TRUE 960 960 P6 Classroom TRUE 960 960 TRUE 960 960 Classroom P8 960 Classroom TRUE 960 P9 TRUE 960 960 Classroom P01/RR 960 Toilets **FALSE** 960 Classroom **TRUE** TRUE 960 Classroom P12 Classroom **TRUE** 960 P13 TRUE Classroom 960 **TRUE** P14 Classroom 960 **TRUE** P15 Classroom 960 P16 Classroom TRUE 960 P17 Classroom **TRUE** 960 P18 TRUE 960 Classroom P19 TRUE Classroom 960 P20 **TRUE** Classroom 960 **BUILDING AREA TOTAL** 9,600 COVERED WALKWAYS 0 CLASSROOMS 20 TOTAL 226,620 10,560 35,028

Summary	
Portable Building Area	9,600
Portable Covered Corridors and Walkways	0
Portable Classrooms	20
Democrat Delition Asses	040.000
Permanent Building Areas	246,296
Covered Walkways	5,751
Permanent Classrooms	82
Total Site Area	255,896
Total Covered Walkways	5,751
Grand Total	261,648
Total Charles On and A Full Facility Line Fac	000 000
Total Charter Space at Full Facility Use Fee	226,620
Total Charter Space at Reduced Facility Use Fee	0
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)	
Total Exclusive Charter Space	226,620

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

Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

<u>Charter</u>

<u>Use</u>

District Use

<u>Capital</u>

<u>Improvment</u>

Shared

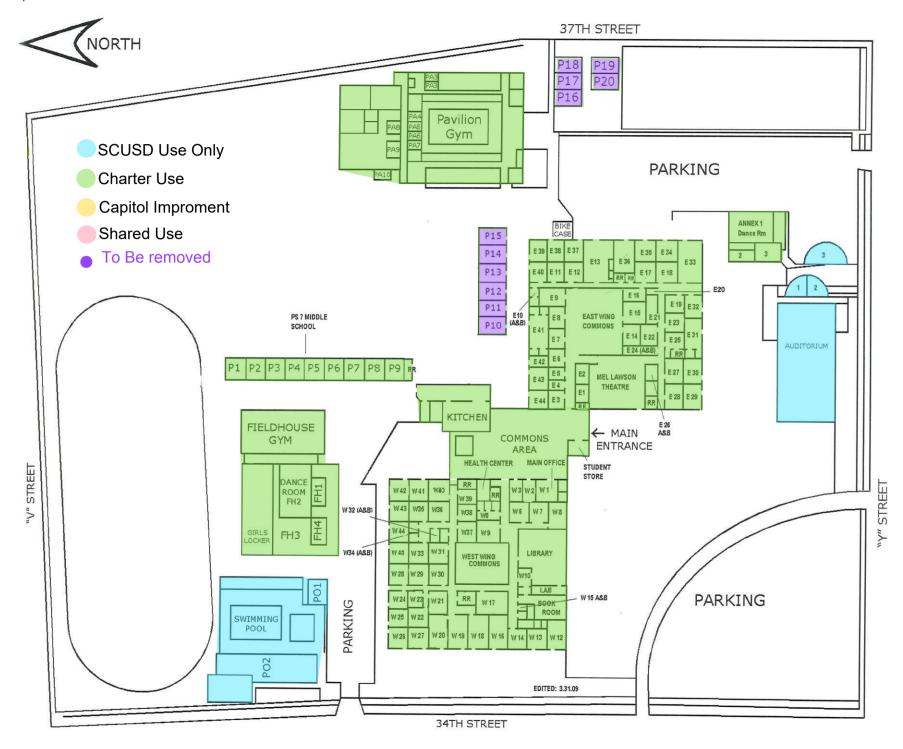
<u>Use</u>

to Be

removed

_			
ŀ	TOTAL SQUAR	RE FOOTAG	E for FEE
;	Sq Footage Ra	te	
	35,028	0.00	0
	226,620	1.00	226620
	0	0.33	0
	0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments
Total Shared S Ratio of Charl	ter to District Sp	pace (Total Charter / arter (Ratio * Total S		35,028 0 13.39% 0				
•		in the FUA = Sum otal Exclusive Cha	1)	226,620 86.61%				



"Pro-Rata" Facility Fee Calculation for Charter Schoo	l Facilities			
olic School, Sacramento Charter High School & PS7 Middle School, 34th	Street Site; School Yea	ar: 2024-2025		
166,084.00	% Utilities	61.01%		
	Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Maintenace Services	\$672,675.39		TBD	
Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	\$24,790,327.52		TBD	
Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
Pro-Rata Share Amount	\$3.81		TBD	
	Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	S
Billing Schedule				
Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Based on Projected Rate for July, August, September	\$158,195.01	TBD	August 1st	September 30t
Includes Utilities Charges for prior quarter (April, May, June)	TBD			
Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Based on Projected Rate for October, November, December	\$158,195.01	TBD	November 1st	December 31s
Includes Utilities Charges for prior quarter (July, August, September)	TBD			
Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
Includes Utilities Charges for prior quarter (October, November, December)	TBD			
		TBD	May 1st	June 30th
Includes Utilities Charges for prior quarter (January, February, March) Includes Any Other Charges for prior Quarter (January, February, March)	TBD TBD			
, , , , , , , , , , , , , , , , , , , ,				
	Maintenace Services Projects Eligible for Funding but Not Funded (Defd. Maint) Unrestricted Facilities Acquisition and Construction Unrestricted Facilities Rents or Leases Unrestricted Transfer to Deferred Maintenance Unrestricted Debt Service Costs Unrestricted Transfer to Routine Repair and Maintenance Unrestricted Transfer to Routine Repair and Maintenance Total Expenditures Square Footage (Last Updated 11/21) Pro-Rata Share Amount Billing Schedule Invoice Includes: Based on Projected Rate for July, August, September Includes Utilities Charges for prior quarter (April, May, June) Includes Any Other Charges for prior Quarter (April, May June) Includes Any Other Charges for prior Quarter (July, August, September) Includes Any Other Charges for prior Quarter (July, August, September) Includes Any Other Charges for prior Quarter (July, August, September) Based on Actual Rate for January, February, March + any needed adjustments Includes Utilities Charges for prior Quarter (October, November, December) Based on Actual Rate for April, May, June + any needed adjustments Includes Utilities Charges for prior Quarter (January, February, March)	Dic School, Sacramento Charter High School & PS7 Middle School, 34th Street Site; School Yes 166,084.00	School, Sacramento Charter High School & PS7 Middle School, 34th Street Site; School Year; 2024-2025	School, Sacramento Charter High School & PS7 Middle School, 34th Street Site; School Year: 2024-2025

Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within Sacramento City Unified School District Facilities

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Introduction

This Charter School Facilities Use Handbook ("Handbook") will be a living document that has been developed by the Sacramento City Unified School District ("District") to outline facility use requirements and processes that will help ensure a common shared understanding between the District's Facilities Department and Independent Charter Schools ("Charters") that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District's Collective Bargaining Agreements (CBA's) with Labor Partners, it should be noted that CBA's can and do change over time through the negotiated process and the agreements in those CBA's will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District's CBA's change.

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will <u>not</u> be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff <u>will</u> pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

Maintenance

Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the "pro-rata" cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safety by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services (916) 752-3034

Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at https://www.scusd.edu/special-project-requests. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

Installing an additional hydration station	Adding a new pickle ball court on the playground	Installing a new garden bed
Installing garden irrigation	Painting a mural on the site	Planting trees and shrubs
Installing benches on the playground or field	Added fencing around the school site	Added security cameras

Network Infrastructure

Charters are required to maintain the District's network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District's network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District's security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

HVAC Controls

The District's Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter's projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site.

Operations (Custodial)

Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, "from top to bottom," to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

Security

District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

Utilities

Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may 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.

Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land 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/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

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month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

Capital Improvements

Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

<u>District Construction Standards and Specifications</u>

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

<u>Legal Requirements of the Capital Project</u>

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated "1A" map of the entire school facility on the property. All final Division of State Architect documents must be filed.

Abandoned Charter Facility Improvements or Equipment

It shall be the Charter's responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

Summary of Charges

Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

Type of Charge	Calculation Method	Billing Timeline
"Pro-Rata" Facility Fee	 Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc. Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement 	Billed quarterly Payment expected within 60 days of invoice
Utilities	Actual Costs	Billed quarterlyPayment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.

Most Recent Update: April 12, 2024





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1i

Meeting Date: June 5, 2025

Subject: Approve Facilities Use Agreement with Capitol Collegiate Academy for use of the Property at 2118 Meadowview Road

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

Conference/Action
Action
Public Hearing

Division: Office of the Deputy Superintendent

<u>Recommendation</u>: Staff recommends that the Board approve the Facilities Use Agreement.

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.

Last year, 5 of 7 of the District's facility use agreements (FUAs) with independent charter schools were updated and made co-terminus with the charter term. The current FUA with Capitol Collegiate Academy (CCA) was not among these as the school was mid-leadership transition. This FUA brings the CCA into alignment with the other independent charter schools utilizing District facilities. This agreement has already been approved by the CCA Board.

<u>Financial Considerations</u>: The FUA is updated to reflect the legally allowable charges for charter occupancy of district facilities. The facility use fees are based on actual district expenditures and encourage charter partners to also invest in the facility.

LCAP Goal(s): NA

Documents Attached:

1. Facility Use Agreement between Capitol Collegiate Academy and Sacramento City Unified School District for Use of the Facility at 2118 Meadowview Road.

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

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FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39 Sacramento City Unified School District / Capitol Collegiate Academy

THIS FACILITIES USE AGREEMENT ("Agreement") is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California ("District"), and Capitol Collegiate Academy a California nonprofit corporation operating the Capitol Collegiate Academy. Capitol Collegiate Academy and Capitol Collegiate Academy are collectively referred to as the "Charter School." The District and Charter School are each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

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 District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 2118 Meadowview Road, Sacramento, CA 95832 which is more commonly known as the Freeport Campus (the "Site").

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

WHEREAS, the Charter School serves students enrolled in transitional kindergarten through 8th grade and the Charter School desires to use the Site and the facilities located thereon ("Facilities") for the operation of the Charter School's program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2025-2026 through 2026-2027 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, "Proposition 39") during the Term of this Agreement.

WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2025 and shall expire on June 30, 2027 ("Term"), the end of the Charter School's currently authorized charter term, subject to the options to extend set forth in Section 1.b.

a. Early Termination.

i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.

b. Option to Extend the Term.

- i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District's Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
- c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.

2. **SITE**.

a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School's charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in Exhibit 1 shall be coterminous with the term of this Agreement.
- ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. Please see areas indicated in blue on the map in Exhibit
 1B which will be the sole use of the district.
- iii. <u>District Access.</u> During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
- iv. <u>Use of Exclusive Space</u>. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. Satisfaction of Proposition 39 Obligation/Waiver of Claims. The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. FACILITIES USE FEE.

a. Facilities Use Fee. For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

b. Late Payments. Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. USE.

- a. Charter School Facility Use Handbook. The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as Exhibit 3 and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).

d. Prohibited Uses.

 i. <u>No Increase in Insurance.</u> The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or

- which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.
- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
- iii. <u>No Nuisance or Waste.</u> The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by

members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

- 5. FURNISHINGS AND EQUIPMENT. The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment ("Furnishings Request") of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School's use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District's cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
- 6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.

7. UTILITIES.

- **Responsibility for Cost.** The Charter School shall be solely responsible for the a. cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- **b.** Compliance with District Energy Conservation Policies. In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. Failure to Furnish Utilities. The District's failure to furnish 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 to the District.
- d. Improvements Triggering Upgrades to Utilities. Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

- 8. CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.
 - a. Condition of Property. The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
 - b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
 - Partial Damage Insured. If the Site is damaged by any casualty which is c. covered under fire and extended coverage insurance carried by the District, then the District may restore the 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 licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with 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, there shall be no diminution in the facilities use payments during the period of the restoration.
 - d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site 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. Upon the effective date of the damage, the

District must provide a reasonably equivalent facility to the Charter School as soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as Exhibit 3 (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. Williams Monitoring. If the Site is subject to Williams monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to Exhibit 3 for further detail on Williams monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be

performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. Use of Third Parties for Custodial Services, and Groundskeeping. To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
- f. Monitoring and Inspections by District Employee. A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of

the written summary, at least one representative of each Party shall meet to review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

Responsibility for Major Repairs and Major Maintenance. The District shall be g. responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

- **Requirements.** The Charter School shall not make, construct, or install any a. alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not

unreasonably deny or condition such design, content, or location. The Charter School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- Compliance with the California Environmental Quality Act (CEQA). For any e. project associated with the Charter School's alteration, addition, or improvement to the Site, the District shall act as the "lead agency" for any required compliance with CEQA under Public Resources Code sections 21000 et seq. and Title 14 of the California Code of Regulations, sections 15000 et seq., including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School's sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School's use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. Failure to Comply with Construction Standards. Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District's approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. Reimbursement of District Fees and Costs. For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately 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 the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. ENTRY BY THE DISTRICT.

a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the

Charter School's business, any loss of occupancy or quiet enjoyment of the Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. INDEMNITY.

a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party 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, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands,

actions, suits, losses, liability, penalties, expenses, and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
 - 1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 - 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 - 3. <u>Workers' Compensation</u>. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of

- subrogation with respect to the District, its Board of Education, and their officers, and employees.
- 4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- 5. <u>Professional Liability</u>. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
- c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling join powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
- d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage

required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the Charter School under this Agreement shall be occurrence-based, not "claims made." In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. ASSIGNMENT AND SUBLETTING. The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. DEFAULT AND REMEDIES.

- a. Default by the Charter School. The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
 - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
 - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
 - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Site or of the Charter School's interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter

- School's assets located at the Site or of the Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.
- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
- v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
 - Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.

- c. Default by the District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.
- 16. DISPUTE RESOLUTION. The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.

17. MISCELLANEOUS.

- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
- b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g., "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
- c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
- d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
- e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.

- f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.
- g. Joint Obligation of Capitol Collegiate Academy Nonprofit Corporation and Capitol Collegiate Academy Charter School. For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Capitol Collegiate Academy Charter School to a particular course of action or prohibit/restrict Capitol Collegiate Academy Charter School from a particular course of action, Capitol Collegiate Academy Nonprofit Corporation shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. Time of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.

- I. Holding Over. The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. 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.
- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:

Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824

Attention: Superintendent's Office Email: Superintendent@scusd.edu

CHARTER SCHOOL:

Capitol Collegiate Academy 2118 Meadowview Rd Sacramento, CA 95832 Attention: Cristin Fiorelli

Email: cfiorelli@capitolcollegiate.org

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties' respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

q.	Execution in Counterparts This Agreement may be signed in counterpart such
	that the signatures may appear on separate signature pages. Facsimile or
	photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICT:	CHARTER SCHOOL:
 Superintendent	Principal
Superintendent	Principal ()
	Shamel Riley
Print Name	Print Name
	May 21, 2025
Date	Date \
Date of District Board of Trustees' Ap	pproval:
	* 1
Date of Charter School Board of Dire	ctors' Approval: May 20, 2025

EXHIBIT 1

Allocation of Space

See Attached Map (2B) and Room Use Inventory (2A)

EXHIBIT 2

See Attached PDF of Sample Billing Calculation

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

School Code: 114 Site Area: 10.46 Acres Year Built: 1954 Year Modernized: 1999 A.P.N. 052-0100-004

Key District Use Charter Use Only (Full Amount for FUA Pro-Rata) Charter Use Only (Discounted based on Capital Improvement) Shared Use

TOTAL SQU	ARE FOOTA	AGE for FE	E CALCULATION	37,697.60
Sq Footage	Rate			
2,340	0.00	0		
34,688	1.00	34688		
9,120	0.33	3009.6		
0	0	0		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	<u>District</u> <u>Use</u>	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use	<u>e</u>		
PERMANENT BUILDIN	NGS														
Bldg. 001	С					1960	20604	j							
						1999	67792								
J001	C9		Janitor		52			FY 12/13		52					
O001	C5	1	Classroom	\blacksquare	1,335			FY 12/13		1,335					
O002	C4	2	Classroom		952			FY 12/13		952					
O003	C3	3	Classroom		952			FY 12/13		952					
O004	C2	4	Classroom		952			FY 12/13		952					
O005	C1	5	Classroom	$ lap{}$	979			FY 12/13		979					
T001	C8		Toilet (Womer	1 🗆	110			FY 12/13		110					
T01A	C7		Toilet		47			FY 12/13		47					
T01B	C6		Toilet		47			FY 12/13		47					
T002	C10		Toilet (Men)		110			FY 12/13		110					
BUILDING AREA TOTA	AL				5,535			_							
COVERED WALKWAY	S				868					868					
CLASSROOMS					5										
CLAGGINOONIG															
CLASSITOOMS															
Bidg. 002	В					1954	11831]							
	В					1954 1999	11831 67792								
	B		Heater		214		÷	FY 12/13		214					
Bldg. 002			Heater Closet				÷	FY 12/13 FY 12/13		214 63					
Bldg. 002 B001	B3		*		214		÷	1							
Bldg. 002 B001 J001	B3 B1		Closet Janitor		214 63		÷	FY 12/13		63					
Bldg. 002 B001 J001 J002	B3 B1 B2		Closet		214 63 66		÷	FY 12/13 FY 12/13		63 66					
Bldg. 002 B001 J001 J002 T001	B3 B1 B2 B4 B5		Closet Janitor Toilet (Boys)		214 63 66 226		÷	FY 12/13 FY 12/13 FY 12/13		63 66 226					
Bldg. 002 B001 J001 J002 T001 T002	B3 B1 B2 B4 B5		Closet Janitor Toilet (Boys)		214 63 66 226 226		÷	FY 12/13 FY 12/13 FY 12/13		63 66 226					
BIdg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA	B3 B1 B2 B4 B5		Closet Janitor Toilet (Boys)		214 63 66 226 226 795		÷	FY 12/13 FY 12/13 FY 12/13		63 66 226 226					
BIdg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA	B3 B1 B2 B4 B5		Closet Janitor Toilet (Boys)		214 63 66 226 226 795 208		÷	FY 12/13 FY 12/13 FY 12/13		63 66 226 226					
BIdg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA	B3 B1 B2 B4 B5		Closet Janitor Toilet (Boys)		214 63 66 226 226 795 208		÷	FY 12/13 FY 12/13 FY 12/13		63 66 226 226					
BIdg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS	B3 B1 B2 B4 B5 AL		Closet Janitor Toilet (Boys)		214 63 66 226 226 795 208	1999	67792	FY 12/13 FY 12/13 FY 12/13		63 66 226 226					
BIdg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS	B3 B1 B2 B4 B5 AL		Closet Janitor Toilet (Boys)		214 63 66 226 226 795 208	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13		63 66 226 226					
Bldg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bldg. 003	B3 B1 B2 B4 B5 AL		Closet Janitor Toilet (Boys) Toilet (Girls)		214 63 66 226 226 795 208 0	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		63 66 226 226 208					
Bldg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bldg. 003	B3 B1 B2 B4 B5 AL SS		Closet Janitor Toilet (Boys) Toilet (Girls)		214 63 66 226 226 795 208 0	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13		63 66 226 226 208					
Bidg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bidg. 003 C005 O007	B3 B1 B2 B4 B5 AL SS	7	Closet Janitor Toilet (Boys) Toilet (Girls) Closet Classroom		214 63 66 226 795 208 0	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 13/14		63 66 226 226 208					
Bldg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bldg. 003 C005 O007	B3 B1 B2 B4 B5 AL SS	7 8	Closet Janitor Toilet (Boys) Toilet (Girls) Closet Classroom Classroom		214 63 66 226 795 208 0 69 960	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 13/14 FY 13/14		63 66 226 226 208 69 960 960					
Bldg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bldg. 003 C005 O007 O008 O009 O010	B3 B1 B2 B4 B5 AL S	7 8 9	Closet Janitor Toilet (Boys) Toilet (Girls) Closet Classroom Classroom Classroom Classroom		214 63 66 226 795 208 0 69 960 960	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 13/14 FY 13/14 FY 14/15		63 66 226 226 208 69 960 960 960 967					
Bidg. 002 B001 J001 J002 T001 T002 BUILDING AREA TOTA COVERED WALKWAY CLASSROOMS Bidg. 003 C005 O007 O008 O009	B3 B1 B2 B4 B5 AL S A A4 A3 A2 A1	7 8 9	Closet Janitor Toilet (Boys) Toilet (Girls) Closet Classroom Classroom Classroom		214 63 66 226 795 208 0 69 960 960 960 967	1999 1954	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 13/14 FY 13/14 FY 13/14 FY 14/15 FY 14/15		63 66 226 226 208 69 960 960 960					

School Code: 114 Site Area: 10.46 Acres Year Built: 1954 Year Modernized: 1999 A.P.N. 052-0100-004 Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION 37,697.60
Sq Footage Rate
2,340 0.00 0
34,688 1.00 34688
9,120 0.33 3009.6
0 0 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	<u>District</u> Use	Charter Use	Capital Shared Use
BUILDING AREA TOT	_				5,294			_			
COVERED WALKWAY	YS				941			Prorated		941	
CLASSROOMS					4						
Bldg. 004	D					1960	20604]			
						1999	67792				
	D7		Workroom		105			FY 12/13		105	
	D6		Speech		157			FY 12/13		157	
Z001	D5		Principal		440			FY 12/13		440	
C004	D4		Health Room		194			FY 12/13		194	
C005	D2		Rest Area		88			FY 12/13		88	
	D9		Office		216			FY 12/13		216	
	D10		Closet		10			FY 12/13		10	
	D8		Office		260			FY 12/13		260	
H001	D1		Lobby		299			FY 12/13		299	
H002	D1		Administration		295			FY 12/13		295	
T001	D3		Toilet		28			FY 12/13		28	
M001	D11		Storage		41			FY 12/13		41	
S001	D12		Closet		23			FY 12/13		23	
BUILDING AREA TOT	ΓAL	•			2,155		•	_			
COVERED WALKWAY	YS				344			FY 12/13		344	
COVERED WALKWAY	YS (ENCLOSED	1)			922			FY 12/13		922	
CLASSROOMS	•				0						
					U						
					U			_			
Bldg. 005	E				U	1960	20604]			
Bldg. 005	Е				U	1960 1999	20604 67792				
	E		Toilet (Mens)		110		•	FY 12/13		110	
T001			Toilet (Mens) Toilet (Women				•	FY 12/13 FY 12/13		110 110	
T001 T002	E6				110		•	4			
T001 T002 T030	E6 E7		Toilet (Women		110 110		•	FY 12/13		110	
T001 T002 T030 T040	E6 E7 E4	30	Toilet (Women Toilet		110 110 85		•	FY 12/13 FY 12/13		110 85	
T001 T002 T030 T040	E6 E7 E4 E3	30	Toilet (Women Toilet Toilet		110 110 85 85		•	FY 12/13 FY 12/13 FY 12/13		110 85 85	
T001 T002 T030 T040 Y030	E6 E7 E4 E3 E1	30	Toilet (Women Toilet Toilet Classroom		110 110 85 85 1,037		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037	
T001 T002 T030 T040 Y030	E6 E7 E4 E3 E1 E5		Toilet (Women Toilet Toilet Classroom Workroom		110 110 85 85 1,037		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192	
T001 T002 T030 T040 Y030	E6 E7 E4 E3 E1 E5 E2 E8		Toilet (Women Toilet Toilet Classroom Workroom Classroom		110 110 85 85 1,037 192 1,037		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192 1,037	
T001 T002 T030 T040 Y030 Y040	E6 E7 E4 E3 E1 E5 E2 E8 FAL		Toilet (Women Toilet Toilet Classroom Workroom Classroom		110 110 85 85 1,037 192 1,037		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192 1,037	
T001 T002 T030 T040 Y030 Y040 BUILDING AREA TOT	E6 E7 E4 E3 E1 E5 E2 E8 FAL		Toilet (Women Toilet Toilet Classroom Workroom Classroom		110 110 85 85 1,037 192 1,037 192 2,847		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192 1,037	
T001 T002 T030 T040 Y030 Y040 BUILDING AREA TOT COVERED WALKWAY	E6 E7 E4 E3 E1 E5 E5 E2 E8 FAL		Toilet (Women Toilet Toilet Classroom Workroom Classroom		110 110 85 85 1,037 192 1,037 192 2,847 766	1999	67792	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192 1,037	
Bidg. 005 T001 T002 T030 T040 Y030 Y040 BUILDING AREA TOT COVERED WALKWAY CLASSROOMS Bidg. 006	E6 E7 E4 E3 E1 E5 E2 E8 FAL		Toilet (Women Toilet Toilet Classroom Workroom Classroom		110 110 85 85 1,037 192 1,037 192 2,847 766		•	FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13 FY 12/13		110 85 85 1,037 192 1,037	

School Code: 114 Site Area: 10.46 Acres Year Built: 1954 Year Modernized: 1999 A.P.N. 052-0100-004 Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

UTILITY %: 95.2%

 TOTAL SQUARE FOOTAGE for FEE CALCULATION
 37,697.60

 Sq Footage
 Rate

 2,340
 0.00
 0

 34,688
 1.00
 34688

 9,120
 0.33
 3009.6

 0
 0
 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	Comments	<u>District</u> <u>Use</u>	Charter Use	Capital Shared Use
J001	F2		Janitor		115			FY 12/13		115	
K001	F3		Kitchen		434			FY 12/13		434	
S001	F4		Food Storage		42			FY 12/13		42	
S002	F6		Dry Storage		70			FY 12/13		70	
S003	F3		Storage		128			FY 12/13		128	
S003	F7		Storage		259			FY 12/13		259	
T001	F5		Toilet		43			FY 12/13		43	
U001	F1		Multi-Purpose		2,822			FY 12/13		2,822	
U002	F8		Platform		809			FY 12/13		809	
BUILDING AREA TOTA	AL				4,720						
COVERED WALKWAY	S				633			FY 12/13		633	
COVERED WALKWAY	S (ENCLOSED))			140			FY 12/13		140	
CLASSROOMS					0						

PORTABLE BUILDINGS

P01									
O011	P05	11	Classroom	~	960	1987	48943	FY 15/16	960
O012	P04	12	Classroom	\blacksquare	960	1991	55702	FY 15/16	960
O013	P03	13	Classroom	lacksquare	960	1991	55702	FY 15/16	960
O014	P02	14	Classroom	lacksquare	960	1989	51735	FY 15/16	960
O015	P01	15	Classroom	$ lap{\checkmark}$	960	1990	53491	FY 15/16	960
TOTAL BUILDING A	AREA				4,800				
COVERED WALKW	/AYS				0				
CLASSROOMS					5				
P02									
O034	P06	34	Staff Rm		900	1967/1999	28948/67	FY 15/16	900
O035	P07	35	Work Rm		900	1967/1999	28948/67	FY 15/16	900
					1,800				
TOTAL BUILDING A	AREA				1,000				
TOTAL BUILDING A					0				
COVERED WALKW					0]	
COVERED WALKW CLASSROOMS					0]	
COVERED WALKW CLASSROOMS		36	Health RM		0	1970	34230		900

School Code: 114 Site Area: 10.46 Acres Year Built: 1954 Year Modernized: 1999 A.P.N. 052-0100-004 Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

 TOTAL SQUARE FOOTAGE for FEE CALCULATION
 37,697.60

 Sq Footage
 Rate

 2,340
 0.00
 0

 34,688
 1.00
 34688

 9,120
 0.33
 3009.6

 0
 0
 0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#	<u>Comments</u>	<u>District</u> <u>Use</u>	Charter Use	<u>Capital</u> <u>Improvment</u>	Shared Use
COVERED WALKWAY	/S				0							
CLASSROOMS					0							
P09/P10												
O001	4thR		Classroom	~	960	1990	51931	FY 19/20		960		
O002	4thR		Classroom	\checkmark	960	1990	51931	FY 19/20		960		
TOTAL BUILDING AR	EA				1,920							
COVERED WALKWAY	/S				0							
CLASSROOMS					2							
								_				
P11												
								_		_		
Pre School	Preschool		Classroom		1,440	2001	02-101487	In Use by SETA	1,440			
TOTAL BUILDING AR	EA				1,440							
COVERED WALKWAY	rs				0							
CLASSROOMS					1							
								-				
Portables												
	P08		Classroom		960	2023					960	
	P09		Admin Office		960	2023					960	
	P10		Classroom	\blacksquare	960	2023					960	
	P11		Classroom	\blacksquare	960	2023					960	
	P12		Classroom		960	2023					960	
	P13		Deans Office		960	2023					960	
	P14		Multipurpose		1,920	2023					1,920	
	P15		Classroom	$ lap{}$	960	2023					960	
			T-0-4		480	2023	l				480	
	RR		Toilet									
TOTAL BUILDING AR			Tollet		9,120							
	EA		Tollet		9,120 0							
TOTAL BUILDING AR COVERED WALKWAY CLASSROOMS	EA		Tollet									
COVERED WALKWAY	EA		Tollet		0			TOTAL		34,688	9120	0

Summary	
Portable Building Area	19,980
Portable Covered Corridors and Walkways	0
Portable Classrooms	13

School Code: 114 Site Area: 10.46 Acres Year Built: 1954 Year Modernized: 1999 A.P.N. 052-0100-004 Key
District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

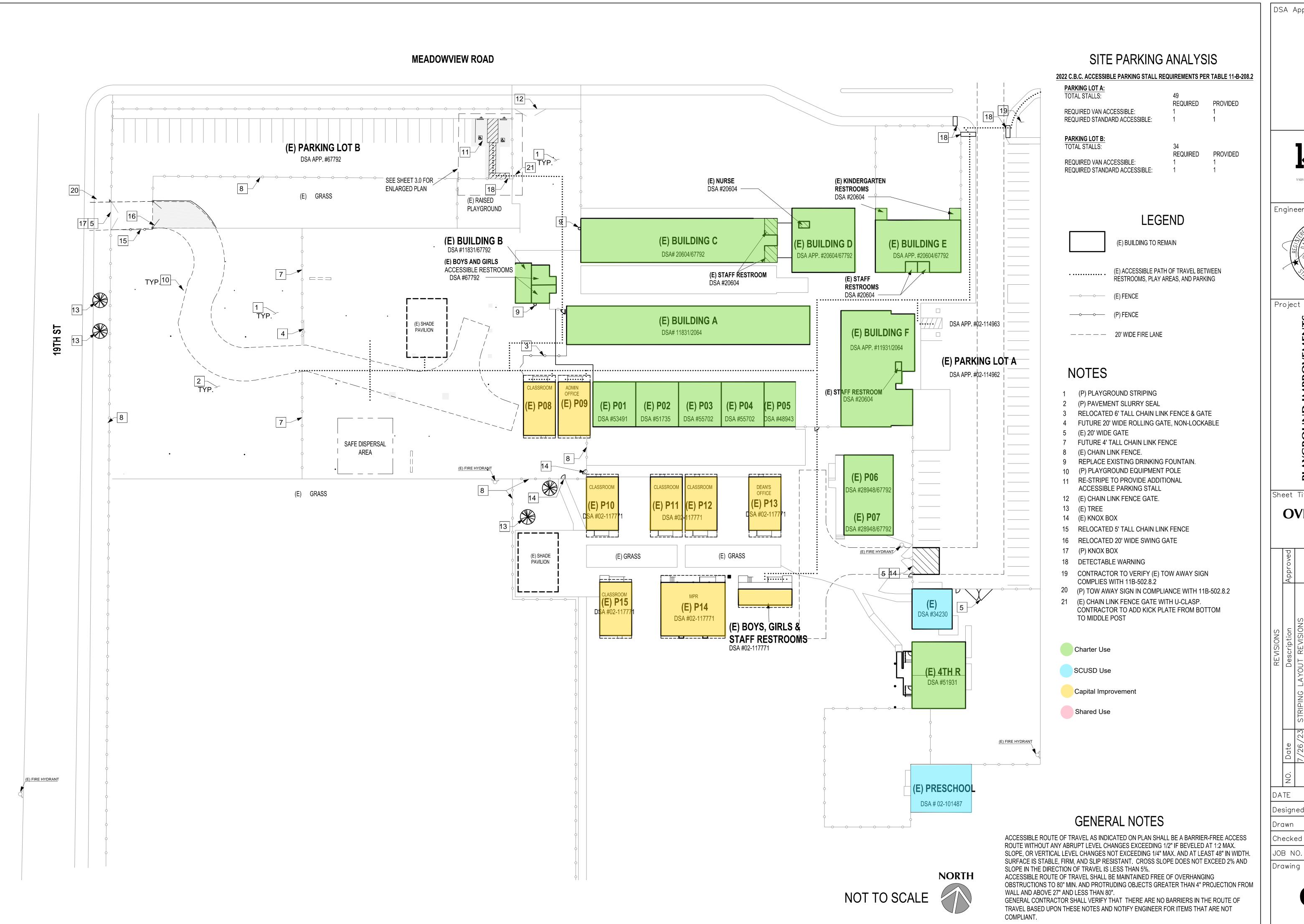
Comments

District Charter Capital
Use Use Improvment

Shared Use

TOTAL SQU	ARE FOOTA	AGE for FE	E CALCULATION	37,697.60
Sq Footage	Rate			
2,340	0.00	0		
34,688	1.00	34688		
9,120	0.33	3009.6		
0	0	0		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA#
Permanent Building Are	eas					21,345	
Covered Walkways						4,682	
Permanent Classrooms	;					11	
Total Site Area						41,325	
Total Covered Walkway	'S					4,682	
Grand Total						46,007	
Total Charter Space at I	Full Facility Use	e Fee				34,688	
Total Charter Space at I	Reduced Facilit	ty Use Fee				9120	
Reduced Cost Charter	Space based o	n Capital Imp	rovements (XX	(% Discount)			
Total Exclusive Charter	Space					43,808	
Total Exclusive District S	Space					2,340	
Total Shared Space						0	
Ratio of Charter to Distr	rict Space (Tota	I Charter / To	tal Site Area)			5.07%	
Share Space Allocated	to Charter (Rat	io * Total Sha	ared)			0.00	
Total Space to be refle	ected in the FU	IA = Sum of	Total Charter	+ Total Shared)		43,808	
Total Percent of Utilitie	es (Total Exclu	sive Charte	r Space / Grai	nt Total)		95.22%	



DSA Approval

101 Creekside Ridge Dr, Suite 150 Roseville, CA 95678 0:916.772.7688 F:916.772.7699 www.kpff.com

Engineer's Stamp



Project

Sheet Title

OVERALL SITE PLAN

	Appr					
REVISIONS	Description	7/26/23 STRIPING LAYOUT REVISIONS	8/09/23 STRIPING REVISIONS #2			
	NO. Date	7/26/23	8/09/23			
	ON.					
DA	TE			08	/09	/23

Designed

Drawn Checked

#2300-053

Drawing No.

	"Pro-Rata" Facility Fee Calculation for Charter School	l Facilities			
	Capitol Collegiate Academy; School Year: 2024-202	25			
Footage Fee Calculation (from FUA):	37,697.60	% Utilities	95.20%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD Used in Q3 and Q4 Bills	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	5
	Billing Schedule				
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$35,906.96	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$35,906.96	TBD	November 1st	December 31s
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within Sacramento City Unified School District Facilities

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Introduction

This Charter School Facilities Use Handbook ("Handbook") will be a living document that has been developed by the Sacramento City Unified School District ("District") to outline facility use requirements and processes that will help ensure a common shared understanding between the District's Facilities Department and Independent Charter Schools ("Charters") that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District's Collective Bargaining Agreements (CBA's) with Labor Partners, it should be noted that CBA's can and do change over time through the negotiated process and the agreements in those CBA's will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District's CBA's change.

District Access to Facilities

<u>Shared Facilities Not Included in Charter Facility Use Agreement</u>

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will <u>not</u> be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff <u>will</u> pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

Maintenance

Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the "pro-rata" cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safety by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services (916) 752-3034

Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at https://www.scusd.edu/special-project-requests. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

Installing an additional hydration station	Adding a new pickle ball court on the playground	Installing a new garden bed
Installing garden irrigation	Painting a mural on the site	Planting trees and shrubs
Installing benches on the playground or field	Added fencing around the school site	Added security cameras

Network Infrastructure

Charters are required to maintain the District's network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District's network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District's security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

HVAC Controls

The District's Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter's projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site.

Operations (Custodial)

Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, "from top to bottom," to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

Security

District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

Utilities

Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may 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.

Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land 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/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

Capital Improvements

Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

<u>District Approval of Capital Improvement Requests</u>

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

<u>District Construction Standards and Specifications</u>

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

<u>Legal Requirements of the Capital Project</u>

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated "1A" map of the entire school facility on the property. All final Division of State Architect documents must be filed.

<u>Abandoned Charter Facility Improvements or Equipment</u>

It shall be the Charter's responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

Summary of Charges

Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

Type of Charge	Calculation Method	Billing Timeline
"Pro-Rata" Facility Fee	 Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc. Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement 	 Billed quarterly Payment expected within 60 days of invoice
Utilities	Actual Costs	Billed quarterlyPayment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.

Most Recent Update: April 12, 2024





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1j

Meeting Date: June 5, 2025

Subject: Approve Operational Memorandum of Understanding with St. HOPE Public Schools

Information Item Only

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

Division: Office of the Deputy Superintendent

Recommendation: Staff recommends that the Board approve the Memorandum of Understanding.

Background/Rationale: As a condition of the charter renewal for Sacramento Charter High School and St. HOPE Public School 7 (approved September 19, 2025), St. HOPE Public Schools (SHPS) is required to enter into an MOU with the District that describes both how SHPS will meet the conditions of their renewal and how they will interact with the District on operational matters.

Over the course of the 2024-25 school year, the contents of the attached MOU were first negotiated with the SCUSD authorized independent charter schools as a group to establish a baseline that would apply to all of them. Subsequence negotiations addressed elements specific to SHPS. The MOU has already been approved by the SHPS Executive Board.

<u>Financial Considerations</u>: The MOU clearly defines the fiscal relationship between the charter school and the District.

LCAP Goal(s): NA

Documents Attached:

1. Memorandum of Understanding between St. HOPE Public Schools and Sacramento City Unified School District

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

Page 2 of 2

MEMORANDUM OF UNDERSTANDING

Sacramento City Unified School District / St. HOPE Public Schools / Sacramento Charter High School / St. HOPE Public School 7

This Memorandum of Understanding ("MOU") is entered into by and between the Sacramento City Unified School District ("District") and **Sacramento Charter High School** and **St. HOPE Public Schools**, a California nonprofit public benefit corporation. The term "Charter School" as used in this MOU shall refer to both the non-profit corporation and the Charter Schools themselves. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

- a. The District is a school district existing under the laws of the State of California.
- b. St. HOPE Public Schools is a California nonprofit public benefit corporation that operates Sacramento Charter High School and St. HOPE Public School 7, two public charters school existing under the laws of the State of California and under the authorization and oversight of the District. Sacramento Charter High School and St. HOPE Public School 7 shall be responsible for, and have all rights and benefits attributable to, the Charter Schools as further described in this MOU. Whenever this MOU Sacramento Charter High School and St. HOPE Public School 7 Charter Schools to a course of action or prohibits or limits the Sacramento Charter High School and St. HOPE Public School 7 Charter Schools from a course of action, St. HOPE Public Schools Non-Profit corporation shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate Sacramento Charter High School and St. HOPE Public School 7 unless a material revision request has been submitted to, and approved by, the District's Board of Education pursuant to the requirements of Education Code sections 47605 and 47607.
- c. The Charter School submitted a renewal petition to the District, which the District's Board of Education approved for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.
- d. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the operation of the Charter School, and other matters of mutual interest.
- e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently authorized charter ("Charter"), all laws and regulations applicable to charter schools, and this MOU.
- f. This MOU shall take effect upon the commencement date of the term mentioned above in Recital "c." provided the MOU has been signed by the authorized representatives of

the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

- 1. <u>Term.</u> The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2025, ("Term"), unless sooner terminated in accordance with the provisions included herein.
 - a. This MOU shall terminate if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
- 2. <u>Amendment/Modification</u>. This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this MOU. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.

3. **Designated Representatives.**

- a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Board of Education is legally required.
- The Charter School's designated representative shall be its Superintendent or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
- 4. <u>Compliance with MOU</u>. To the extent that any of the operational provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).

5. Charter Renewal.

a. <u>Timeline</u>. The Charter School shall exercise meaningful efforts to collaborate with the District to determine the timing of its renewal petition submission and

will attempt to submit its renewal petition so that the District's Board of Education can hold a hearing and a vote without having to schedule a special board meeting. Charter School representatives will strive to meet with District staff 6-12 months in advance of submission of the renewal petition to review the process and expectations for the renewal.

- b. <u>Use of Data</u>. Consistent with the intent of Education Code 47607(c)(6) and the designation of renewal performance tiers by the California Department of Education, the Charter School must submit its petition for renewal with the most current data available at the time of submission. Charter schools submitting their petitions before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verifiable data available, consistent with Education Code Section 47607 in effect at the time with the renewal petition.
- c. <u>Submission</u>. The Charter School shall endeavor to submit a petition for renewal or a request for a material revision (including all supporting documents) to a designee predetermined by the District and communicated to the Charter School. The submission shall include a written certification that the petitioner deems the petition to be complete.
- d. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

6. Material Revisions to Charter.

- a. Any Changes to the Charter School's Charter must be discussed with the Superintendent or designee before being implemented by the Charter School. The charter school and Superintendent/designee will work together to determine if a formal material revision is necessary. If so, they may not be implemented without prior approval from the District's Board. The following changes to the charter would automatically be considered a material revision:
 - Substantial changes to the educational program (including the addition or deletion of an educational program)
 - ii. Changing to, or adding a, nonclassroom-based program that exceeds the percentage of allowable non-classroom based instruction that a classroom-based charter school may offer.
 - iii. Changes in student enrollment that represent an increase from the enrollment originally projected in the Charter by more than twenty percent (20%) of the total projected enrollment in any given year.

- iv. Addition of grades or grade levels to be served.
- v. Changes to the location of existing Charter School facilities, or the addition of a new site or facility. Changes to the location of existing Charter School facilities necessitates a material revision due to the corresponding impacts on student enrollment/demographics, staffing, and finances.
- vi. Any changes to lottery preference
- vii. Substantial changes to the structure of the governing board that would fundamentally change the nature of who represents the school and/or how they are selected.
- 7. Oversight Fees. Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisorial oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at the certification of P-1. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District.
- 8. <u>Supervisorial Oversight</u>. The District provides supervisorial oversight in the areas of education program, fiscal program, operations, facilities, and governance. The District will provide direction annually on what steps it will take to conduct oversight and what it will request of the Charter School. The District will provide regular reporting on oversight to the District's Board. Supervisorial oversight shall include, but is not limited to, the following:
 - a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between the Charter School and the District.
 - b. All activities related to charter revocation and renewal processes as described in the Education Code.
 - c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.
 - d. Identification of at least one staff member as a contact person for the Charter School.
 - e. Visits to the Charter School at least annually.
 - i. The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management,

educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. To the extent reasonable, the District will provide the Charter School with at least ten (10) business days' notice of the date and time of the District's annual oversight visit and make reasonable efforts to work with the Charter School to schedule a mutually agreeable date and time. The District may also make unannounced visits to the Charter School as deemed appropriate by the District.

- ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered in any renewal decision made at the time of renewal of the Charter. Any deficiencies will be reviewed with the Charter School's administration and its Board of Directors, as appropriate. The District shall inform the Charter School, and the Charter School shall address and remedy any identified deficiencies, provided that the identified deficiency relates to an obligation or duty under the Charter, MOU, law, or other legal or regulatory authority.
- f. Ensuring that the Charter School submits the reports and documents required by law, its Charter, and this MOU.
- g. Monitoring the fiscal condition of the Charter School.
- h. Providing timely notification to the California Department of Education ("CDE") in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.
- i. Monitoring of teacher credentials and assignments.
- 9. Responding to Inquiries and Requests for Information. The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District.
- 10. Legal Relationship.

a. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisorial oversight of the District. The Charter School is operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing with the California Secretary of State (e.g., by filing all required reports) and in accordance with its corporate bylaws and Charter.

The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board of Education, complies with its supervisorial oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). With respect to its operations under the Charter and this MOU, the Charter School agrees, to the fullest extent permitted by law, to indemnify the District, its Board members, officers, employees, agents, and representatives, from and against any such claims for any acts, errors, or omissions by the Charter School, as set forth herein and in the Charter. The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District.

- b. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. The obligations of the Charter School under any contract or agreement with any third person or party are solely the responsibility of the Charter School, and not the responsibility of the District.
- Indemnification. The Charter School shall, to the fullest extent permitted by law, c. indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, , agents, representatives, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties that is asserted or claimed by any third person, or entity arising out of, or in connection with, the Charter School's performance under this MOU or its Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, authorized volunteers, successors, or assigns. This indemnity, defense and hold harmless provision shall exclude any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs,

- attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, caused negligence, fraud, willful injury, violation of law, or by any intentional acts of the District, including its officers, directors, or employees. This indemnification clause shall survive termination of this MOU.
- d. Complaints. Any formal, written complaints issued by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq.

11. Compliance with Laws.

- a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.), the California Public Records Act (Gov Code §§ 7920.000 et seq.), and Government Code sections 1090 et seq., as each are made applicable to charter schools in Education Code section 47604.1.
- b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 et seq.), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the District, Sacramento County Office of Education, State of California, and/or Office for Civil Rights or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.
- c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as

having a legitimate educational interest such that prior written consent from the parent/guardian is not required before the Charter School grants, upon request from the District, access to the Charter School's education records under FERPA and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600 *et seq.*

12. Business and Administrative Services.

- a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.
- b. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds \$250,000 annually.

13. Management Contracts.

- a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School has entered into with any third party to operate or manage the Charter School. "Operate or manage" shall have the same meaning as the functions identified in Education Code Section 47604(b)(2)(A)(i)-(v).
- b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:
 - i. A draft of the proposed contract.
 - ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.
 - iii. A list of any other charter schools managed by the third party.
 - iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
 - v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration

or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the third party will comply with all requirements under Education Code section 47604.1, including the Ralph M. Brown Act ("Brown Act"), the Public Records Act and conflict of interest rules.

c. The District shall review, and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party, which shall not be unreasonably withheld; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. State Funding and Accountability Requirements/Financial Reporting.

- a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.
- b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- c. The Charter School shall comply with the fiscal reporting requirements set required by law. To the extent that the Charter School is required to submit records or information to the District, the Sacramento County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.
- d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:
 - Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.

- ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year at a regularly-scheduled meeting of the Charter School's Board of Directors.
 - (1) The report shall include the following:
 - (a) All available mid-year outcome data related to metrics identified in the current year's LCAP.
 - (b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.
- iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.
- iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.
- v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.
- vi. Submit the LCAP or annual update to the District and Sacramento County Superintendent of Schools.
- vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.
- f. The Charter School shall comply with all applicable accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time.
- g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.
- h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code Section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the

Charter School to verify the accuracy of the payment amount, including a completed version of the CDE's in-lieu of property taxes payment calculator. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.

- i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall be used in compliance with applicable legal requirements pursuant to Education Code Section 41370(a).
- j. The Charter School shall notify the District in writing before it obtains a loan, incurs a debt, or sells receivables in an annual amount greater than two hundred fifty thousand dollars (\$250,000). The written notification shall set forth the amount of the loan, debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, and the plan for repayment if a loan or debt. All loans, incurring of debt, factoring, and sales of receivables shall be authorized in advance by the Charter School's Board of Directors (unless the Board of Directors delegated authority to a specific employee to make such decisions up to a specific dollar threshold) and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information reasonably requested by the District regarding any such loan, debt, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, debts, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.
- k. All loans of funds made by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.
- I. <u>Fiscal Reporting Timelines</u>. The Charter School shall annually prepare and submit the reports to the District and the Sacramento County Office of Education in the

- format dictated by the Sacramento County Office of Education for charter schools in the County.
- m. <u>Cash Flow.</u> Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of credit for the Charter School. The District shall cooperate in good faith and in a timely manner with the Charter School to ensure the Charter School's receipt of charter school funding, including, but not limited to, providing confirmation of good standing on required forms as needed for particular grants.
- n. Should the Sacramento Charter High School and/or St. HOPE Public School 7
 Charter Schools, separate from St. HOPE Public Schools nonprofit corporation],
 cease to exist (by revocation or nonrenewal of its Charter or by voluntary
 closure), and upon a final audit and the payment of, or provision for payment of,
 all debts and liabilities of Sacramento Charter High School and/or St. HOPE
 Public School 7, any public funds held by or for the Sacramento Charter High
 School and/or St. HOPE Public School 7, and any assets of the Sacramento
 Charter High School and/or St. HOPE Public School 7 purchased with public
 funds shall be distributed in accordance with the terms of the Charter.

15. Governance and Organizational Management.

- a. <u>Posting of Information</u>. At all times it is operational, the Charter School will have the following information posted on its website and will update the posting as soon as reasonably practical whenever the following information changes:
 - i. The phone number and email address for the Charter School's principal, or equivalent position.
 - ii. Roster of current Board of Directors members and a means of contacting the Board.
 - iii. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will have an opportunity to participate in meetings.
 - iv. Board of Directors meeting agendas and, when available, approved meeting minutes. All agendas shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- Board Member Composition/Student Representation. The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply

- with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.
- c. <u>Board Meetings</u>. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.
- d. Ethics Training. The Charter School shall comply with the ethics training requirements under AB 2158 (2022) requiring that board members complete two hours of specified ethics training at least once every two years, and that the Charter School maintain records of compliance as provided in Government Code sections 53234-53235.2.
- e. <u>Brown Act Training</u>. Members of the Board of Directors, its officers, and other senior administrative staff who regularly attend Board of Directors meetings will receive Brown Act training on an annual basis or once every two years if Brown Act training is included as part of the Charter School's two-hour ethics training program. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.
- f. <u>Board Policies</u>. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:
 - i. Conflict of Interest. The Charter School and its employees shall comply with a conflict of interest code in accordance with the Political Reform Act. Board of Directors members and impacted Charter School employees will receive training regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and impacted Charter School employees have participated in conflict of interest training, which may be satisfied if conflicts of interest training content is included as part of the Charter School's two-hour ethics training program per AB 2158.
 - ii. Internal Fiscal Controls. The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District upon request. Such policies and procedures are subject to review to verify that they are being implemented.

- iii. School Safety Plan. The Charter School shall develop a school safety plan consistent with the requirements of Education Code section 32282(a)(2)(A)-(K), as well as subsection (L) if the Charter School serves students in any of grades 7-12, inclusive. The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.
- iv. Student Discipline. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School with comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code section 47605(c)(5)(J), 47606.2, and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.
- v. Admissions. Policies and procedures regarding admission into the Charter School, including the general open enrollment period, lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

16. Admissions.

- a. Enrollment and Admissions Documents.
 - i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as soon as reasonably practical whenever the information changes:
 - (1) Procedures for application, the public random drawing (if applicable), enrollment, and admission into the Charter School.
 - (2) Application and enrollment forms and information for prospective families.
 - (3) The notice developed by the CDE pursuant to Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").
 - (a) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires

about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. Student Enrollment, Data, and Reporting.

- a. Attendance Accounting and Reporting. The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).
- b. <u>Annual Enrollment List</u>. Upon request, for charter schools participating in the District's nutrition services program or any District program that relies on direct reimbursement, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.
- c. <u>Data on Efforts to Achieve Balance Among Student Groups</u>. The Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School's progress is monitored.
- d. <u>CALPADS</u>. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain Statewide Student Identifiers ("SSIDs") for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System Online Reporting Application ("CBEDS-ORA"). The Charter School shall ensure that

- coding of student information conforms to the District's student information system requirements.
- e. The Charter School shall provide written notice to the District and the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. Personnel.

- a. Teacher credentials, clearances, and permits shall be maintained by the Charter School and shall be subject to periodic inspection by the District if needed.
- b. All teachers shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use emergency permits, waivers, and local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC, and from the Sacramento County Office of Education as applicable, for individuals in the same manner as a school district.
 - i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- d. All employees of the Charter School, volunteers (including parents) who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, and employees of contractors who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, such as certain vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and

fingerprinting in accordance with Education Code sections 44237, and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and applicable volunteers prior to assignment, as well as documentation that vendors have warranted that they have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee if they have not received full clearance.

- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5.
- g. **St. HOPE Public Schools** is the exclusive public-school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All individuals working at the Charter School are employees, volunteers or contractors of **St. HOPE Public Schools**. **St. HOPE Public Schools** shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.
- h. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- i. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. If the Charter School makes any changes to the employee handbook or other personnel policies, it will provide a copy to the District upon request. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions, including termination, (if any, and this language shall not be construed to change the at-will nature of employment or other contractual terms of employment that may be set forth in collective bargaining agreements), compensation and benefit information, and a description of complaint procedures that employees may pursue as applicable. The District understands that employee handbooks may only summarize policies and procedures governing employees, that there may be other sources of policies, standards,

- obligations, and procedures governing employee conduct, behavior, and expectations, and that employee handbooks do not vary the contractual and legal rights of the Charter School that may operate independently from the employee handbook with respect to the employee-employer relationship.
- j. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the Sacramento County Office of Education or the District, as applicable.

19. **Educational Program and Reporting.**

- a. A list of core instructional materials by grade and content will be made available to the District within a reasonable time frame after receipt of a written request from the District.
- b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.
- c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- d. The Charter School shall comply with all applicable federal and state law concerning the instruction of English Learners.
- e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.
- f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures upon request, unless the most recently updated policies and procedures are already in the approved charter or posted and readily available on the Charter School's website. All student discipline policies shall be included in the Charter School's student/parent handbook or made available on the Charter School's website.

- g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students.
- h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day.

20. Special Education and Related Services.

- a. <u>Legal Relationship</u>. The following provisions govern the application of special education to students of the Charter School:
 - i. The Charter School shall be its own local educational agency ("LEA"), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA").
 - ii. The Charter School will serve as its own LEA for purposes of special education and, as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their respective individualized education programs ("IEPs") and in compliance with the IDEA (20 U.S.C. §§ 1400 et seq.), related California law, and their corresponding implementing regulations.
 - iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties' respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.
- b. <u>Non-Discrimination and Access</u>. No student shall be denied admission to Charter School due to a disability or a suspicion of a disability. The Charter School shall not "counsel out" any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.

c. <u>Section 504 and ADA</u>. The Charter School shall comply with Section 504 and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.

d. Special Education Funding.

- i. The Charter School shall comply with the funding model adopted by the assigned SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.
- ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys' fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.
- e. <u>Insurance</u>. The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.
- f. Indemnification. The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School. This indemnity and hold harmless provision shall exclude claims, damages, losses, causes of action, suits, and demands, caused by the negligence or any intentional acts of the District, including its officers, directors, or employees, as well as any claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services while attending a District school.

21. <u>Transportation</u>. The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.

22. Health and Safety.

- a. <u>Compliance with Laws</u>. The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:
 - Child Abuse Mandated Reporting. The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), including child abuse and neglect identification and reporting and mandated reporter training requirements.
 - ii. Nutritionally Adequate Free or Reduced-Price Meal. To the extent the law continues to provide funding for this purpose, the Charter School shall provide breakfast and lunch free of charge, and with adequate time to eat, during each school day to any student who requests a meal, without consideration of the student's eligibility for a federally-funded free or reduced-priced meal, with a maximum of one free meal for each meal service period, in accordance with applicable law. The meals provided shall be nutritionally adequate meals that qualify for federal reimbursement.
 - iii. *Immunizations*. All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.
- b. <u>Non-Discrimination and Anti-Harassment</u>. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to charter schools.
- 23. <u>Title IX Compliance</u>. The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
 - a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.

- b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.
- c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

24. Facilities.

- a. This MOU covers terms of facility occupancy regardless of facility ownership. If the Charter School occupies a District-owned facility, the terms of that agreement will be detailed in a separate Facility Use Agreement.
- b. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s). The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually or as otherwise required by law at its facilities and that they are maintained in an operable condition at all times. If the Charter School is utilizing a District facility, the Charter School and the District will coordinate annual testing. The Charter School shall conduct emergency response drills as required and shall maintain records of such drills.
- c. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy, as well as its legal right to use its site and any ancillary facilities (e.g., a lease agreement) and that such facilities will be adequate to house the student population and implement the Charter School's educational program.
- d. The Charter School shall not change facilities without a notification to the District and, possibly, a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new

facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.

- i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay, if either are available at the time of notification. In circumstances where the address of the temporary location or the duration of stay are not known within three (3) days, the Charter School shall notify the District of this information in a timely manner and without delay once it becomes available to the Charter School.
- e. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.
- f. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, conditional use permits, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. **Insurance/Risk Management.**

- a. The Charter School will independently obtain and keep in effect during the Term of this Agreement liability insurance coverage to cover the operations of the Charter School. The Charter School shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a charter school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School. The Charter School agrees to name the District as an additional insured on all certificates of insurance. These insurance requirements would need to be in effect no later than 6 months from the start date of this agreement.
 - i. If for any reason, the specific insurance types, coverages, and limits specified below or by the District are not available or become unavailable to the Charter School in the insurance marketplace within the range of commercially reasonable rates (i.e., the rates generally paid by charter schools and school districts in California for similar insurance), the Charter School shall procure or arrange for the next best commercially reasonable and available coverage in consultation with the District. In

- such circumstances, the obtained coverage shall be deemed to satisfy the provisions of this section regarding insurance.
- ii. General Liability. The Charter School shall maintain Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (5,000,000) each occurrence and Fifteen Million Dollars (\$15,000,000) aggregate for bodily injury, personal and advertising injury, and property damage and with tail coverage for a period of ten (10) years after termination of the Charter. If comprehensive or commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).
- iii. <u>Workers' Compensation</u>. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers and employees.
- iv. <u>Professional Liability</u>. Professional Liability (Errors and Omissions)
 Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- v. <u>Sexual Abuse and Molestation</u>. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Fifteen Million Dollars (\$15,000,000) claims made total. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.
- vi. <u>Property Insurance</u>. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an

- amount not less than one hundred percent (100%) of the replacement value.
- vii. <u>Cyber Coverage</u>. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Four Million Dollars (\$4,000,000) per occurrence.
- b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- c. The Charter School shall add the District and its Board members, officers, officials, employees, agents, and volunteers, as named additional insured on all its insurance policies.
- d. The Charter School must adhere to claim reporting requirements in its insurance policies, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the District or its representative in the investigation and defense of a claim.
- e. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- f. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes material changes to its insurance policies, it must notify the District within ten (10) days of doing so.
- g. The Charter School is responsible for proper handling and disposal of all hazardous materials generated in the operation of its program. Should the Charter School not address this, the District will remove the materials and charge the Charter School for the cost of disposal.
- h. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.
- The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.

- j. The Charter School agrees to indemnify and hold harmless the District and its agents, employees, assigns against any and all claims, losses, damages, monetary awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its Board members, officers, employees, representatives, agents, and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School including but not limited to the delivery of special education services.
- 26. <u>Dispute Resolution</u>. Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.
- 27. <u>Closure</u>. If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(0) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.
- 28. <u>Satisfaction of Corrective Action Items</u>. In addition to the Charter School's rights, responsibilities, and obligations contained herein, the Charter School shall ensure full satisfaction of the corrective actions identified in Action Plans #1, 2, and 3, as set forth in its August 26, 2024 written response to the District's Notice to Cure, by presenting written evidence of compliance to the District by the deadlines specified in the Compliance Tracking Chart attached hereto as **Exhibit A** and incorporated herein by reference. District staff shall monitor and confirm compliance in the ordinary course of charter oversight. Such written evidence shall correspond to each action plan item and shall demonstrate the following:

a. Action Plan #1

- i. Implementation of a competitive request for proposals ("RFP") process for back-office services that addresses budgeting, financial reporting, payroll, accounts payable, audit management, and grant reporting.
- ii. Engagement of an accounting firm with expertise in education finance and included in the State Controller's Office directory of authorized auditors to review the allegations included in the report prepared by Christy White & Associates, ensure the Charter School has implemented its corrective action plan to address and resolve material weaknesses

identified in the fiscal year 2023 audit report, review the Charter School's compliance with Generally Accepted Accounting Principles ("GAAP") in connection with the Charter School's accounting records and processes, and issue a report documenting its findings.

- iii. Verification that St. HOPE Academy has submitted detailed monthly invoices for the 2024-2025 fiscal year and reconciliation of such invoices to determine if invoiced amounts match the fees charged by St. HOPE Academy. Any fees paid that exceed services provided shall have resulted in a reduction or adjustment in the subsequent quarterly payment.
- iv. Retention by St. HOPE Academy of new staff with the necessary nonprofit accounting and school/education finance experience, and training of existing St. HOPE Academy staff to ensure financial reporting is GAAP-compliant and in alignment with industry norms.
- v. Development of performance standards and corresponding deadlines to effectively monitor and assess St. HOPE Academy's performance of back-office services.
- vi. Convening of quarterly meetings with the District to review financial reports.

b. Action Plan #2

- Verification of all teacher credentials as part of the Charter School's hiring process to ensure all teaching staff is appropriately authorized and assigned to deliver instruction to Charter School students.
- ii. Minimization of use of emergency permits and waivers for the Charter School's teaching staff.
- iii. Implementation of credential agreements for all teaching staff to ensure they are working toward appropriate credentials.
- iv. Commitment to meet on a quarterly basis with the District to verify teacher credentials and demonstrate reduction in use of emergency credentials.
- v. Engagement with Charter School teachers and Sacramento City Teachers Association to identify ways to support teachers in need of securing clear credentials.

c. Action Plan #3

- i. Verification of resignation of Cassandra Jennings from the St. HOPE Public Schools' Board of Directors.
- ii. St. HOPE Public Schools' amendment of its corporate bylaws to preclude any officer, director, or employee of a vendor or intended vendor from serving on the Board of Directors.
- iii. Confirmation that any and all legal matters involving St. HOPE Academy, St. HOPE Development Company, or the St. HOPE Endowment are addressed by outside legal counsel, and not by Kevin Heistand.
- iv. Current LCAP reflects how funds to St. HOPE Academy align with student outcomes.

29. **Additional Provisions**.

- a. <u>Non-Assignment</u>. Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
- b. <u>Enforceability</u>. The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this MOU. Should the District determine that the Charter School has failed to comply with a material condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.
- c. Notices. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as set forth below. A Party may change the below contact information upon written notice to the other Party:

If to the District: Sacramento City Unified School District

Attn: Superintendent's Office

CC: Amanda Goldman, Director, Innovative Schools

5735 47th Avenue Sacramento, CA 95824 Email: Superintendent@scusd.edu

If to the Charter School: St. HOPE Public Schools

Attn: Superintendent or Designee
2315 34th Street, Sacramento, CA 95817
Email: eferguson@sthopepublicschools.org

d. <u>Severability</u>. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

e. <u>Entire Agreement</u>. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants regarding the specific subject matter of this MOU, except as may be expressly set forth in this MOU.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

Signed by: Elisha Parsons
Charter Leader Signature
Elisha Ferguson Parsons, Director of Op
Print Name and Title
Dated
cation:
May 13, 2025 ification:

ST. HOPE PUBLIC SCHOOLS

EXHIBIT A

Compliance Tracking Chart

		Actio	n Plan #1	
Item No.	Action Item	Deadline for Submission	Status	Proof of Compliance
1	Implementation of RFP process for back office services	7/1/2025		Submission of RFP materials
2	Engagement of firm to review Christy White Report and completion of written report	12/20/2025		Submission of engagement agreement and completed report
3	Verification of detailed invoices from St. HOPE Academy	9/2/2025		Submission of written certification with narrative description and any supporting backup
4	Retention of new staff by St. HOPE Academy	7/1/2025		Submission of written certification with narrative description and any supporting backup
5	Development of performance standards by St. HOPE Academy	7/1/2025		Submission of description of performance standards
6	Convening quarterly meetings with the District re finance	Ongoing; every 90 days of the MOU term		Occurrence of mutually-scheduled meeting

Action Plan #2				
Item	Action Item	Deadline for	Status	Proof of Compliance
No.		Submission		
1	Verification of all teacher credentials as part of hiring process	11/3/2025 and each year thereafter of the MOU term.		Submission of written certification with narrative description and any supporting backup
2	Minimization of use of emergency permits and waivers	11/3/2025 and each year thereafter of the MOU term.		Submission of written certification with narrative description and any supporting backup

3	Implementation of credential agreements	11/3/2025 and each year thereafter of the MOU term.	Submission of written certification with narrative description and any supporting
		the MOO term.	backup
4	Convening quarterly	Ongoing; every	Occurrence of
	meetings with the	90 days of the	mutually-scheduled
	District re credentials	MOU term	meeting
5	Engagement with	11/3/2025 and	Submission of written
	teachers re clear	each year	certification with
	credentialing	thereafter of	narrative description
		the MOU term.	of engagement with
			teachers

Action Plan #3				
Item No.	Action Item	Deadline for Submission	Status	Proof of Compliance
1	Resignation of Cassandra Jennings from SHPS Board	7/1/2025		Submission of written certification from Board Secretary
2	Bylaws amendment	7/1/2025		Submission of written certification from Board Secretary attaching revised bylaws
3	Confirmation of scope of legal services by K. Hiestand	7/1/2025		Submission of written certification from K. Hiestand
4	Revised LCAP	7/1/2025		Submission of revised LCAP



Estimated Time of Presentation: NA

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1k

Meeting Date: June 5, 2025
<u>Subject</u> : Approve Operational Memorandum of Understanding with Growth Public Schools
☐ Information Item Only ☒ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Office of the Deputy Superintendent
Recommendation : Staff recommends that the Board approve the Memorandum of Understanding.
Background/Rationale: As a condition of their charter renewal (approved September 5, 2025), Growth Public Schools (GPS) is required to enter into an MOU with the District that describes how GPS they will interact with the District on operational matters.
Over the course of the 2024-25 school year, the contents of the attached MOU were first negotiated with the SCUSD authorized independent charter schools as a group to establish a baseline that would apply to all of them. Subsequence negotiations addressed elements specific to GPS. The MOU has been preliminarily agreed to by the GPS Executive Director and is anticipated to be approved by the GPS Board at their next regularly scheduled Board meeting on June 24, 2025.
<u>Financial Considerations</u> : The MOU clearly defines the fiscal relationship between the charter school and the District.
LCAP Goal(s): NA
<u>Documents Attached:</u> 1. Memorandum of Understanding between Growth Public Schools and Sacramento City Unified School District

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

Page 2 of 2

MEMORANDUM OF UNDERSTANDING

Sacramento City Unified School District / Growth Public Schools

This Memorandum of Understanding ("MOU") is entered into by and between the Sacramento City Unified School District ("District") and **Growth Public Schools**, a public charter school and California nonprofit public benefit corporation. The term "Charter School" as used in this MOU shall refer to both the non-profit corporation and the Charter School itself. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

- a. The District is a school district existing under the laws of the State of California.
- b. Growth Public Schools is a California nonprofit public benefit corporation that operates Growth Public Schools, a public charter school existing under the laws of the State of California and under the authorization and oversight of the District. Growth Public Schools shall be responsible for, and have all rights and benefits attributable to, the Charter School as further described in this MOU. Whenever this MOU Growth Public Schools Charter School to a course of action or prohibits or limits the Growth Public Schools Charter School from a course of action, Growth Public Schools Non-Profit corporation shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate Growth Public School unless a material revision request has been submitted to, and approved by, the District's Board of Education pursuant to the requirements of Education Code sections 47605 and 47607.
- c. The Charter School submitted a renewal petition to the District, which the District's Board of Education approved for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.
- d. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the operation of the Charter School, and other matters of mutual interest.
- e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently authorized charter ("Charter"), all laws and regulations applicable to charter schools, and this MOU.
- f. This MOU shall take effect upon the commencement date of the term mentioned above in Recital "c." provided the MOU has been signed by the authorized representatives of the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

- 1. <u>Term.</u> The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2025, ("Term"), unless sooner terminated in accordance with the provisions included herein.
 - a. This MOU shall terminate if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
- 2. <u>Amendment/Modification</u>. This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this MOU. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.

3. **Designated Representatives.**

- a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Board of Education is legally required.
- The Charter School's designated representative shall be its Executive Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
- 4. <u>Compliance with MOU</u>. To the extent that any of the operational provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).

5. **Charter Renewal.**

a. <u>Timeline</u>. The Charter School shall exercise meaningful efforts to collaborate with the District to determine the timing of its renewal petition submission and will attempt to submit its renewal petition so that the District's Board of Education can hold a hearing and a vote without having to schedule a special board meeting. Charter School representatives will strive to meet with District

- staff 6-12 months in advance of submission of the renewal petition to review the process and expectations for the renewal.
- b. <u>Use of Data</u>. Consistent with the intent of Education Code 47607(c)(6) and the designation of renewal performance tiers by the California Department of Education, the Charter School must submit its petition for renewal with the most current data available at the time of submission. Charter schools submitting their petitions before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verifiable data available, consistent with Education Code Section 47607 in effect at the time with the renewal petition.
- c. <u>Submission</u>. The Charter School shall endeavor to submit a petition for renewal or a request for a material revision (including all supporting documents) to a designee predetermined by the District and communicated to the Charter School. The submission shall include a written certification that the petitioner deems the petition to be complete.
- d. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

6. **Material Revisions to Charter.**

- a. Any Changes to the Charter School's Charter must be discussed with the Superintendent or designee before being implemented by the Charter School. The charter school and Superintendent/designee will work together to determine if a formal material revision is necessary. If so, they may not be implemented without prior approval from the District's Board. The following changes to the charter would automatically be considered a material revision:
 - Substantial changes to the educational program (including the addition or deletion of an educational program)
 - ii. Changing to, or adding a, nonclassroom-based program that exceeds the percentage of allowable non-classroom based instruction that a classroom-based charter school may offer.
 - iii. Changes in student enrollment that represent an increase from the enrollment originally projected in the Charter by more than twenty percent (20%) of the total projected enrollment in any given year.
 - iv. Addition of grades or grade levels to be served.

- v. Changes to the location of existing Charter School facilities, or the addition of a new site or facility. Changes to the location of existing Charter School facilities necessitates a material revision due to the corresponding impacts on student enrollment/demographics, staffing, and finances.
- vi. Any changes to lottery preference
- vii. Substantial changes to the structure of the governing board that would fundamentally change the nature of who represents the school and/or how they are selected.
- 7. Oversight Fees. Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisorial oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at the certification of P-1. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District.
- 8. <u>Supervisorial Oversight</u>. The District provides supervisorial oversight in the areas of education program, fiscal program, operations, facilities, and governance. The District will provide direction annually on what steps it will take to conduct oversight and what it will request of the Charter School. The District will provide regular reporting on oversight to the District's Board. Supervisorial oversight shall include, but is not limited to, the following:
 - a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between the Charter School and the District.
 - b. All activities related to charter revocation and renewal processes as described in the Education Code.
 - c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.
 - d. Identification of at least one staff member as a contact person for the Charter School.
 - e. Visits to the Charter School at least annually.
 - The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management, educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. To the extent

reasonable, the District will provide the Charter School with at least ten (10) business days' notice of the date and time of the District's annual oversight visit and make reasonable efforts to work with the Charter School to schedule a mutually agreeable date and time. The District may also make unannounced visits to the Charter School as deemed appropriate by the District.

- ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered in any renewal decision made at the time of renewal of the Charter. Any deficiencies will be reviewed with the Charter School's administration and its Board of Directors, as appropriate. The District shall inform the Charter School, and the Charter School shall address and remedy any identified deficiencies, provided that the identified deficiency relates to an obligation or duty under the Charter, MOU, law, or other legal or regulatory authority.
- f. Ensuring that the Charter School submits the reports and documents required by law, its Charter, and this MOU.
- g. Monitoring the fiscal condition of the Charter School.
- h. Providing timely notification to the California Department of Education ("CDE") in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.
- i. Monitoring of teacher credentials and assignments.
- 9. Responding to Inquiries and Requests for Information. The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District.

10. Legal Relationship.

a. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisorial oversight of the District. The Charter School is

operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing with the California Secretary of State (e.g., by filing all required reports) and in accordance with its corporate bylaws and Charter.

The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board of Education, complies with its supervisorial oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). With respect to its operations under the Charter and this MOU, the Charter School agrees, to the fullest extent permitted by law, to indemnify the District, its Board members, officers, employees, agents, and representatives, from and against any such claims for any acts, errors, or omissions by the Charter School, as set forth herein and in the Charter. The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District.

- b. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. The obligations of the Charter School under any contract or agreement with any third person or party are solely the responsibility of the Charter School, and not the responsibility of the District.
- Indemnification. The Charter School shall, to the fullest extent permitted by law, c. indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, , agents, representatives, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties that is asserted or claimed by any third person, or entity arising out of, or in connection with, the Charter School's performance under this MOU or its Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, authorized volunteers, successors, or assigns. This indemnity, defense and hold harmless provision shall exclude any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, caused negligence, fraud,

- willful injury, violation of law, or by any intentional acts of the District, including its officers, directors, or employees. This indemnification clause shall survive termination of this MOU.
- d. Complaints. Any formal, written complaints issued by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq.

11. Compliance with Laws.

- a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.), the California Public Records Act (Gov Code §§ 7920.000 et seq.), and Government Code sections 1090 et seq., as each are made applicable to charter schools in Education Code section 47604.1.
- b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 et seq.), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the District, Sacramento County Office of Education, State of California, and/or Office for Civil Rights or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.
- c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that prior written consent from the parent/guardian is not required before the Charter School grants, upon request

from the District, access to the Charter School's education records under FERPA and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600 *et seq.*

12. **Business and Administrative Services.**

- a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.
- b. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds \$250,000 annually.

13. Management Contracts.

- a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School has entered into with any third party to operate or manage the Charter School. "Operate or manage" shall have the same meaning as the functions identified in Education Code Section 47604(b)(2)(A)(i)-(v).
- b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:
 - i. A draft of the proposed contract.
 - ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.
 - iii. A list of any other charter schools managed by the third party.
 - iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
 - v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the

third party will comply with all requirements under Education Code section 47604.1, including the Ralph M. Brown Act ("Brown Act"), the Public Records Act and conflict of interest rules.

c. The District shall review, and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party, which shall not be unreasonably withheld; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. State Funding and Accountability Requirements/Financial Reporting.

- a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.
- b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- c. The Charter School shall comply with the fiscal reporting requirements set required by law. To the extent that the Charter School is required to submit records or information to the District, the Sacramento County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.
- d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:
 - Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.

- ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year at a regularly-scheduled meeting of the Charter School's Board of Directors.
 - (1) The report shall include the following:
 - (a) All available mid-year outcome data related to metrics identified in the current year's LCAP.
 - (b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.
- iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.
- iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.
- v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.
- vi. Submit the LCAP or annual update to the District and Sacramento County Superintendent of Schools.
- vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.
- f. The Charter School shall comply with all applicable accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time.
- g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.
- h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code Section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the

Charter School to verify the accuracy of the payment amount, including a completed version of the CDE's in-lieu of property taxes payment calculator. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.

- i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall be used in compliance with applicable legal requirements pursuant to Education Code Section 41370(a).
- j. The Charter School shall notify the District in writing before it obtains a loan, incurs a debt, or sells receivables in an annual amount greater than two hundred fifty thousand dollars (\$250,000). The written notification shall set forth the amount of the loan, debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, and the plan for repayment if a loan or debt. All loans, incurring of debt, factoring, and sales of receivables shall be authorized in advance by the Charter School's Board of Directors (unless the Board of Directors delegated authority to a specific employee to make such decisions up to a specific dollar threshold) and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information reasonably requested by the District regarding any such loan, debt, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, debts, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.
- k. All loans of funds made by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.
- I. <u>Fiscal Reporting Timelines</u>. The Charter School shall annually prepare and submit the reports to the District and the Sacramento County Office of Education in the

- format dictated by the Sacramento County Office of Education for charter schools in the County.
- m. <u>Cash Flow.</u> Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of credit for the Charter School. The District shall cooperate in good faith and in a timely manner with the Charter School to ensure the Charter School's receipt of charter school funding, including, but not limited to, providing confirmation of good standing on required forms as needed for particular grants.
- n. Should the Growth Public Schools Charter School, separate from Growth Public Schools nonprofit corporation], cease to exist (by revocation or nonrenewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of Growth Public Schools any public funds held by or for the Growth Public Schools and any assets of the Growth Public Schools purchased with public funds shall be distributed in accordance with the terms of the Charter.

15. Governance and Organizational Management.

- a. <u>Posting of Information</u>. At all times it is operational, the Charter School will have the following information posted on its website and will update the posting as soon as reasonably practical whenever the following information changes:
 - i. The phone number and email address for the Charter School's principal, or equivalent position.
 - ii. Roster of current Board of Directors members and a means of contacting the Board.
 - iii. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will have an opportunity to participate in meetings.
 - iv. Board of Directors meeting agendas and, when available, approved meeting minutes. All agendas shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- b. <u>Board Member Composition/Student Representation</u>. The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.

- c. <u>Board Meetings</u>. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.
- d. Ethics Training. The Charter School shall comply with the ethics training requirements under AB 2158 (2022) requiring that board members complete two hours of specified ethics training at least once every two years, and that the Charter School maintain records of compliance as provided in Government Code sections 53234-53235.2.
- e. <u>Brown Act Training</u>. Members of the Board of Directors, its officers, and other senior administrative staff who regularly attend Board of Directors meetings will receive Brown Act training on an annual basis or once every two years if Brown Act training is included as part of the Charter School's two-hour ethics training program. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.
- f. <u>Board Policies</u>. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:
 - i. Conflict of Interest. The Charter School and its employees shall comply with a conflict of interest code in accordance with the Political Reform Act. Board of Directors members and impacted Charter School employees will receive training regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and impacted Charter School employees have participated in conflict of interest training, which may be satisfied if conflicts of interest training content is included as part of the Charter School's two-hour ethics training program per AB 2158.
 - ii. Internal Fiscal Controls. The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District upon request. Such policies and procedures are subject to review to verify that they are being implemented.
 - iii. School Safety Plan. The Charter School shall develop a school safety plan consistent with the requirements of Education Code section

32282(a)(2)(A)-(K), as well as subsection (L) if the Charter School serves students in any of grades 7-12, inclusive. The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.

- iv. Student Discipline. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School with comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code section 47605(c)(5)(J), 47606.2, and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.
- v. *Admissions*. Policies and procedures regarding admission into the Charter School, including the general open enrollment period, lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

16. Admissions.

- a. Enrollment and Admissions Documents.
 - i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as soon as reasonably practical whenever the information changes:
 - (1) Procedures for application, the public random drawing (if applicable), enrollment, and admission into the Charter School.
 - (2) Application and enrollment forms and information for prospective families.
 - (3) The notice developed by the CDE pursuant to Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").
 - (a) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. Student Enrollment, Data, and Reporting.

- a. Attendance Accounting and Reporting. The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).
- b. <u>Annual Enrollment List</u>. Upon request, for charter schools participating in the District's nutrition services program or any District program that relies on direct reimbursement, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.
- c. <u>Data on Efforts to Achieve Balance Among Student Groups</u>. The Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School's progress is monitored.
- d. <u>CALPADS</u>. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain Statewide Student Identifiers ("SSIDs") for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System Online Reporting Application ("CBEDS-ORA"). The Charter School shall ensure that coding of student information conforms to the District's student information system requirements.

e. The Charter School shall provide written notice to the District and the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. Personnel.

- a. Teacher credentials, clearances, and permits shall be maintained by the Charter School and shall be subject to periodic inspection by the District if needed.
- b. All teachers shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use emergency permits, waivers, and local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC, and from the Sacramento County Office of Education as applicable, for individuals in the same manner as a school district.
 - i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- d. All employees of the Charter School, volunteers (including parents) who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, and employees of contractors who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, such as certain vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 44237, and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were

conducted and received for all employees prior to employment and applicable volunteers prior to assignment, as well as documentation that vendors have warranted that they have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee if they have not received full clearance.

- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5.
- g. **Growth Public Schools** is the exclusive public-school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All individuals working at the Charter School are employees, volunteers or contractors of the **Growth Public Schools**. The **Growth Public Schools** shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.
- h. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- i. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. If the Charter School makes any changes to the employee handbook or other personnel policies, it will provide a copy to the District upon request. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions, including termination, (if any, and this language shall not be construed to change the at-will nature of employment or other contractual terms of employment that may be set forth in collective bargaining agreements), compensation and benefit information, and a description of complaint procedures that employees may pursue as applicable. The District understands that employee handbooks may only summarize policies and procedures governing employees, that there may be other sources of policies, standards, obligations, and procedures governing employee conduct, behavior, and expectations, and that employee handbooks do not vary the contractual and

- legal rights of the Charter School that may operate independently from the employee handbook with respect to the employee-employer relationship.
- j. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the Sacramento County Office of Education or the District, as applicable.

19. <u>Educational Program and Reporting.</u>

- a. A list of core instructional materials by grade and content will be made available to the District within a reasonable time frame after receipt of a written request from the District.
- b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.
- c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- d. The Charter School shall comply with all applicable federal and state law concerning the instruction of English Learners.
- e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.
- f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures upon request, unless the most recently updated policies and procedures are already in the approved charter or posted and readily available on the Charter School's website. All student discipline policies shall be included in the Charter School's student/parent handbook or made available on the Charter School's website.

- g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students.
- h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day.

20. Special Education and Related Services.

- a. <u>Legal Relationship</u>. The following provisions govern the application of special education to students of the Charter School:
 - i. The Charter School shall be its own local educational agency ("LEA"), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA").
 - ii. The Charter School will serve as its own LEA for purposes of special education and, as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their respective individualized education programs ("IEPs") and in compliance with the IDEA (20 U.S.C. §§ 1400 et seq.), related California law, and their corresponding implementing regulations.
 - iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties' respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.
- b. <u>Non-Discrimination and Access</u>. No student shall be denied admission to Charter School due to a disability or a suspicion of a disability. The Charter School shall not "counsel out" any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.

c. <u>Section 504 and ADA</u>. The Charter School shall comply with Section 504 and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.

d. Special Education Funding.

- i. The Charter School shall comply with the funding model adopted by the assigned SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.
- ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys' fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.
- e. <u>Insurance</u>. The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.
- f. Indemnification. The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School. This indemnity and hold harmless provision shall exclude claims, damages, losses, causes of action, suits, and demands, caused by the negligence or any intentional acts of the District, including its officers, directors, or employees, as well as any claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services while attending a District school.

21. <u>Transportation</u>. The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.

22. Health and Safety.

- a. <u>Compliance with Laws</u>. The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:
 - Child Abuse Mandated Reporting. The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), including child abuse and neglect identification and reporting and mandated reporter training requirements.
 - ii. Nutritionally Adequate Free or Reduced-Price Meal. To the extent the law continues to provide funding for this purpose, the Charter School shall provide breakfast and lunch free of charge, and with adequate time to eat, during each school day to any student who requests a meal, without consideration of the student's eligibility for a federally-funded free or reduced-priced meal, with a maximum of one free meal for each meal service period, in accordance with applicable law. The meals provided shall be nutritionally adequate meals that qualify for federal reimbursement.
 - iii. *Immunizations*. All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.
- b. <u>Non-Discrimination and Anti-Harassment</u>. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to charter schools.
- 23. <u>Title IX Compliance</u>. The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
 - a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.

- b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.
- c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

24. Facilities.

- a. This MOU covers terms of facility occupancy regardless of facility ownership. If the Charter School occupies a District-owned facility, the terms of that agreement will be detailed in a separate Facility Use Agreement.
- b. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s). The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually or as otherwise required by law at its facilities and that they are maintained in an operable condition at all times. If the Charter School is utilizing a District facility, the Charter School and the District will coordinate annual testing. The Charter School shall conduct emergency response drills as required and shall maintain records of such drills.
- c. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy, as well as its legal right to use its site and any ancillary facilities (e.g., a lease agreement) and that such facilities will be adequate to house the student population and implement the Charter School's educational program.
- d. The Charter School shall not change facilities without a notification to the District and, possibly, a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new

facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.

- i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay, if either are available at the time of notification. In circumstances where the address of the temporary location or the duration of stay are not known within three (3) days, the Charter School shall notify the District of this information in a timely manner and without delay once it becomes available to the Charter School.
- e. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.
- f. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, conditional use permits, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. **Insurance/Risk Management.**

- a. The Charter School will independently obtain and keep in effect during the Term of this Agreement liability insurance coverage to cover the operations of the Charter School. The Charter School shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a charter school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School. The Charter School agrees to name the District as an additional insured on all certificates of insurance.
 - i. If for any reason, the specific insurance types, coverages, and limits specified below or by the District are not available or become unavailable to the Charter School in the insurance marketplace within the range of commercially reasonable rates (i.e., the rates generally paid by charter schools and school districts in California for similar insurance), the Charter School shall procure or arrange for the next best commercially reasonable and available coverage in consultation with the District. In such circumstances, the obtained coverage shall be deemed to satisfy the provisions of this section regarding insurance.

- ii. General Liability. The Charter School shall maintain Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (5,000,000) each occurrence and Fifteen Million Dollars (\$15,000,000) aggregate for bodily injury, personal and advertising injury, and property damage and with tail coverage for a period of ten (10) years after termination of the Charter. If comprehensive or commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).
- iii. <u>Workers' Compensation</u>. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers and employees.
- iv. <u>Professional Liability</u>. Professional Liability (Errors and Omissions)
 Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- v. <u>Sexual Abuse and Molestation</u>. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Fifteen Million Dollars (\$15,000,000) claims made total. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.
- vi. <u>Property Insurance</u>. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.

- vii. <u>Cyber Coverage</u>. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Four Million Dollars (\$4,000,000) per occurrence.
- b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- c. The Charter School shall add the District and its Board members, officers, officials, employees, agents, and volunteers, as named additional insured on all its insurance policies.
- d. The Charter School must adhere to claim reporting requirements in its insurance policies, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the District or its representative in the investigation and defense of a claim.
- e. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- f. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes material changes to its insurance policies, it must notify the District within ten (10) days of doing so.
- g. The Charter School is responsible for proper handling and disposal of all hazardous materials generated in the operation of its program. Should the Charter School not address this, the District will remove the materials and charge the Charter School for the cost of disposal.
- h. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.
- The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.
- j. The Charter School agrees to indemnify and hold harmless the District and its agents, employees, assigns against any and all claims, losses, damages, monetary

awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its Board members, officers, employees, representatives, agents, and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School including but not limited to the delivery of special education services.

- 26. <u>Dispute Resolution</u>. Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.
- 27. <u>Closure</u>. If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(0) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.

28. **Additional Provisions**.

- a. <u>Non-Assignment</u>. Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
- b. <u>Enforceability</u>. The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this MOU. Should the District determine that the Charter School has failed to comply with a material condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.
- c. <u>Notices</u>. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or

received by e-mail, addressed as set forth below. A Party may change the below contact information upon written notice to the other Party:

If to the District: Sacramento City Unified School District

Attn: Superintendent's Office

CC: Amanda Goldman, Director, Innovative Schools

5735 47th Avenue Sacramento, CA 95824

Email: Superintendent@scusd.edu

If to the Charter School: Growth Public Schools

Attn: Audria Johnson, Executive Director 9320 Tech Center Drive, Sacramento, CA 95826

Email: ajohnson@growthps.org

d. <u>Severability</u>. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

e. <u>Entire Agreement</u>. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants regarding the specific subject matter of this MOU, except as may be expressly set forth in this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	GROWTH PUBLIC SCHOOLS
Superintendent Signature	Charter Leader Signature
<u>Lisa Allen, Superintendent</u> Print Name and Title	Audria Johnson, Executive Director Print Name and Title
Dated	Dated
Date of District Board of Education approval/ratif	ication:
Date of Charter Board of Directors approval/ra	tification:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.11

Meeting Date: June 5, 2025

<u>Subject</u>: Approve Operational Memorandum of Understanding with Sol Aureus College Preparatory

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

Division: Office of the Deputy Superintendent

Recommendation: Staff recommends that the Board approve the Memorandum of Understanding.

Background/Rationale: As a condition of their charter renewal (approved November 21, 2025), Sol Aureus College Preparatory (S.A.C. Prep) is required to enter into an MOU with the District that describes both how S.A.C. Prep will meet the conditions of their renewal and how they will interact with the District on operational matters.

Over the course of the 2024-25 school year, the contents of the attached MOU were first negotiated with the SCUSD authorized independent charter schools as a group to establish a baseline that would apply to all of them. Subsequence negotiations addressed elements specific to S.A.C. Prep. The MOU has been preliminarily agreed to by the S.A.C. Prep Principal and is anticipated to be approved by the S.A.C. Prep Board at their next regularly scheduled Board meeting.

<u>Financial Considerations</u>: The MOU clearly defines the fiscal relationship between the charter school and the District.

LCAP Goal(s): NA

Documents Attached:

1. Memorandum of Understanding between Sol Aureus College Preparatory and Sacramento City Unified School District

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

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MEMORANDUM OF UNDERSTANDING

(Sacramento City Unified School District / Sol Aureus College Preparatory "S.A.C. Prep"

This Memorandum of Understanding ("MOU") is entered into by and between the Sacramento City Unified School District ("District") and **S.A.C. Prep**, a public charter school and California nonprofit public benefit corporation. The term "Charter School" as used in this MOU shall refer to both the non-profit corporation and the Charter School itself. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

- a. The District is a school district existing under the laws of the State of California.
- b. S.A.C. Prep is a California nonprofit public benefit corporation that operates S.A.C. Prep, a public charter school existing under the laws of the State of California and under the authorization and oversight of the District. S.A.C. Prep shall be responsible for, and have all rights and benefits attributable to, the Charter School as further described in this MOU. Whenever this MOU S.A.C. Prep Charter School to a course of action or prohibits or limits the S.A.C. Prep Charter School from a course of action, S.A.C. Prep Non-Profit corporation shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate S.A.C. Prep unless a material revision request has been submitted to, and approved by, the District's Board of Education pursuant to the requirements of Education Code sections 47605 and 47607.
- c. The Charter School submitted a renewal petition to the District, which the District's Board of Education approved for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.
- d. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the operation of the Charter School, and other matters of mutual interest.
- e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently authorized charter ("Charter"), all laws and regulations applicable to charter schools, and this MOU.
- f. This MOU shall take effect upon the commencement date of the term mentioned above in Recital "c." provided the MOU has been signed by the authorized representatives of the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

- 1. <u>Term.</u> The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2030, ("Term"), unless sooner terminated in accordance with the provisions included herein.
 - a. This MOU shall terminate if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
- 2. <u>Amendment/Modification</u>. This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this MOU. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.

3. **Designated Representatives.**

- a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Board of Education is legally required.
- b. The Charter School's designated representative shall be its Principal or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
- 4. <u>Compliance with MOU</u>. To the extent that any of the operational provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).

5. Charter Renewal.

a. <u>Timeline</u>. The Charter School shall exercise meaningful efforts to collaborate with the District to determine the timing of its renewal petition submission and will attempt to submit its renewal petition so that the District's Board of Education can hold a hearing and a vote without having to schedule a special board meeting. Charter School representatives will strive to meet with District staff 6-12 months in advance of submission of the renewal petition to review the process and expectations for the renewal.

- b. <u>Use of Data</u>. Consistent with the intent of Education Code 47607(c)(6) and the designation of renewal performance tiers by the California Department of Education, the Charter School must submit its petition for renewal with the most current data available at the time of submission. Charter schools submitting their petitions before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verifiable data available, consistent with Education Code Section 47607 in effect at the time with the renewal petition.
- c. <u>Submission</u>. The Charter School shall endeavor to submit a petition for renewal or a request for a material revision (including all supporting documents) to a designee predetermined by the District and communicated to the Charter School. The submission shall include a written certification that the petitioner deems the petition to be complete.
- d. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

6. Material Revisions to Charter.

- a. Any Changes to the Charter School's Charter must be discussed with the Superintendent or designee before being implemented by the Charter School. The charter school and Superintendent/designee will work together to determine if a formal material revision is necessary. If so, they may not be implemented without prior approval from the District's Board. The following changes to the charter would automatically be considered a material revision:
 - i. Substantial changes to the educational program (including the addition or deletion of an educational program)
 - ii. Changing to, or adding a, nonclassroom-based program that exceeds the percentage of allowable non-classroom based instruction that a classroom-based charter school may offer.
 - iii. Changes in student enrollment that represent an increase from the enrollment originally projected in the Charter by more than twenty percent (20%) of the total projected enrollment in any given year.
 - iv. Addition of grades or grade levels to be served.
 - v. Changes to the location of existing Charter School facilities, or the addition of a new site or facility. Changes to the location of existing Charter School facilities necessitates a material revision due to the

- corresponding impacts on student enrollment/demographics, staffing, and finances.
- vi. Any changes to lottery preference
- vii. Substantial changes to the structure of the governing board that would fundamentally change the nature of who represents the school and/or how they are selected.
- 7. Oversight Fees. Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisorial oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at the certification of P-1. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District.
- 8. <u>Supervisorial Oversight</u>. The District provides supervisorial oversight in the areas of education program, fiscal program, operations, facilities, and governance. The District will provide direction annually on what steps it will take to conduct oversight and what it will request of the Charter School. The District will provide regular reporting on oversight to the District's Board. Supervisorial oversight shall include, but is not limited to, the following:
 - a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between the Charter School and the District.
 - b. All activities related to charter revocation and renewal processes as described in the Education Code.
 - c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.
 - d. Identification of at least one staff member as a contact person for the Charter School.
 - e. Visits to the Charter School at least annually.
 - i. The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management, educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. To the extent reasonable, the District will provide the Charter School with at least ten (10) business days' notice of the date and time of the District's annual oversight visit and make reasonable efforts to work with the Charter

- School to schedule a mutually agreeable date and time. The District may also make unannounced visits to the Charter School as deemed appropriate by the District.
- ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered in any renewal decision made at the time of renewal of the Charter. Any deficiencies will be reviewed with the Charter School's administration and its Board of Directors, as appropriate. The District shall inform the Charter School, and the Charter School shall address and remedy any identified deficiencies, provided that the identified deficiency relates to an obligation or duty under the Charter, MOU, law, or other legal or regulatory authority.
- f. Ensuring that the Charter School submits the reports and documents required by law, its Charter, and this MOU.
- g. Monitoring the fiscal condition of the Charter School.
- h. Providing timely notification to the California Department of Education ("CDE") in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.
- i. Monitoring of teacher credentials and assignments.
- 9. Responding to Inquiries and Requests for Information. The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District.

10. Legal Relationship.

a. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisorial oversight of the District. The Charter School is operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing with the California Secretary of State (e.g., by

filing all required reports) and in accordance with its corporate bylaws and Charter.

The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board of Education, complies with its supervisorial oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). With respect to its operations under the Charter and this MOU, the Charter School agrees, to the fullest extent permitted by law, to indemnify the District, its Board members, officers, employees, agents, and representatives, from and against any such claims for any acts, errors, or omissions by the Charter School, as set forth herein and in the Charter. The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District.

- b. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. The obligations of the Charter School under any contract or agreement with any third person or party are solely the responsibility of the Charter School, and not the responsibility of the District.
- c. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, , agents, representatives, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties that is asserted or claimed by any third person, or entity arising out of, or in connection with, the Charter School's performance under this MOU or its Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, authorized volunteers, successors, or assigns. This indemnity, defense and hold harmless provision shall exclude any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, caused negligence, fraud, willful injury, violation of law, or by any intentional acts of the District, including

- its officers, directors, or employees. This indemnification clause shall survive termination of this MOU.
- d. Complaints. Any formal, written complaints issued by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq.

11. Compliance with Laws.

- a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.), the California Public Records Act (Gov Code §§ 7920.000 et seq.), and Government Code sections 1090 et seq., as each are made applicable to charter schools in Education Code section 47604.1.
- b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 et seq.), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the District, Sacramento County Office of Education, State of California, and/or Office for Civil Rights or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.
- c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that prior written consent from the parent/guardian is not required before the Charter School grants, upon request from the District, access to the Charter School's education records under FERPA

and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600 *et seq.*

12. Business and Administrative Services.

- a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.
- b. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds \$250,000 annually.

13. **Management Contracts.**

- a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School has entered into with any third party to operate or manage the Charter School. "Operate or manage" shall have the same meaning as the functions identified in Education Code Section 47604(b)(2)(A)(i)-(v).
- b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:
 - i. A draft of the proposed contract.
 - ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.
 - iii. A list of any other charter schools managed by the third party.
 - iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
 - v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the third party will comply with all requirements under Education Code

section 47604.1, including the Ralph M. Brown Act ("Brown Act"), the Public Records Act and conflict of interest rules.

c. The District shall review, and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party, which shall not be unreasonably withheld; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. State Funding and Accountability Requirements/Financial Reporting.

- a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.
- b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- c. The Charter School shall comply with the fiscal reporting requirements set required by law. To the extent that the Charter School is required to submit records or information to the District, the Sacramento County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.
- d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:
 - Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.
 - ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year at a regularly-scheduled meeting of the Charter School's Board of Directors.

- (1) The report shall include the following:
 - (a) All available mid-year outcome data related to metrics identified in the current year's LCAP.
 - (b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.
- iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.
- iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.
- v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.
- vi. Submit the LCAP or annual update to the District and Sacramento County Superintendent of Schools.
- vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.
- f. The Charter School shall comply with all applicable accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time.
- g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.
- h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code Section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the Charter School to verify the accuracy of the payment amount, including a completed version of the CDE's in-lieu of property taxes payment calculator. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The

Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.

- i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall be used in compliance with applicable legal requirements pursuant to Education Code Section 41370(a).
- j. The Charter School shall notify the District in writing before it obtains a loan, incurs a debt, or sells receivables in an annual amount greater than two hundred fifty thousand dollars (\$250,000). The written notification shall set forth the amount of the loan, debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, and the plan for repayment if a loan or debt. All loans, incurring of debt, factoring, and sales of receivables shall be authorized in advance by the Charter School's Board of Directors (unless the Board of Directors delegated authority to a specific employee to make such decisions up to a specific dollar threshold) and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information reasonably requested by the District regarding any such loan, debt, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, debts, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.
- k. All loans of funds made by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.
- Fiscal Reporting Timelines. The Charter School shall annually prepare and submit the reports to the District and the Sacramento County Office of Education in the format dictated by the Sacramento County Office of Education for charter schools in the County.
- m. <u>Cash Flow</u>. Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of

credit for the Charter School. The District shall cooperate in good faith and in a timely manner with the Charter School to ensure the Charter School's receipt of charter school funding, including, but not limited to, providing confirmation of good standing on required forms as needed for particular grants.

n. Should the **S.A.C. Prep** Charter School, separate from **S.A.C. Prep** nonprofit corporation], cease to exist (by revocation or nonrenewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of **S.A.C. Prep** any public funds held by or for the **S.A.C. Prep** and any assets of the **S.A.C. Prep** purchased with public funds shall be distributed in accordance with the terms of the Charter.

15. Governance and Organizational Management.

- a. <u>Posting of Information</u>. At all times it is operational, the Charter School will have the following information posted on its website and will update the posting as soon as reasonably practical whenever the following information changes:
 - i. The phone number and email address for the Charter School's principal, or equivalent position.
 - ii. Roster of current Board of Directors members and a means of contacting the Board.
 - iii. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will have an opportunity to participate in meetings.
 - iv. Board of Directors meeting agendas and, when available, approved meeting minutes. All agendas shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- b. <u>Board Member Composition/Student Representation</u>. The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.
- c. <u>Board Meetings</u>. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors

- meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.
- d. Ethics Training. The Charter School shall comply with the ethics training requirements under AB 2158 (2022) requiring that board members complete two hours of specified ethics training at least once every two years, and that the Charter School maintain records of compliance as provided in Government Code sections 53234-53235.2.
- e. <u>Brown Act Training</u>. Members of the Board of Directors, its officers, and other senior administrative staff who regularly attend Board of Directors meetings will receive Brown Act training on an annual basis or once every two years if Brown Act training is included as part of the Charter School's two-hour ethics training program. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.
- f. <u>Board Policies</u>. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:
 - i. Conflict of Interest. The Charter School and its employees shall comply with a conflict of interest code in accordance with the Political Reform Act. Board of Directors members and impacted Charter School employees will receive training regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and impacted Charter School employees have participated in conflict of interest training, which may be satisfied if conflicts of interest training content is included as part of the Charter School's two-hour ethics training program per AB 2158.
 - ii. Internal Fiscal Controls. The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District upon request. Such policies and procedures are subject to review to verify that they are being implemented.
 - iii. School Safety Plan. The Charter School shall develop a school safety plan consistent with the requirements of Education Code section 32282(a)(2)(A)-(K), as well as subsection (L) if the Charter School serves students in any of grades 7-12, inclusive. The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.

- iv. Student Discipline. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School with comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code section 47605(c)(5)(J), 47606.2, and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.
- v. *Admissions*. Policies and procedures regarding admission into the Charter School, including the general open enrollment period, lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

16. Admissions.

- a. Enrollment and Admissions Documents.
 - i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as soon as reasonably practical whenever the information changes:
 - (1) Procedures for application, the public random drawing (if applicable), enrollment, and admission into the Charter School.
 - (2) Application and enrollment forms and information for prospective families.
 - (3) The notice developed by the CDE pursuant to Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").
 - (a) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. Student Enrollment, Data, and Reporting.

a. <u>Attendance Accounting and Reporting</u>. The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain

contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).

- b. <u>Annual Enrollment List</u>. Upon request, for charter schools participating in the District's nutrition services program or any District program that relies on direct reimbursement, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.
- c. <u>Data on Efforts to Achieve Balance Among Student Groups</u>. The Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School's progress is monitored.
- d. <u>CALPADS</u>. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain Statewide Student Identifiers ("SSIDs") for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System Online Reporting Application ("CBEDS-ORA"). The Charter School shall ensure that coding of student information conforms to the District's student information system requirements.
- e. The Charter School shall provide written notice to the District and the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased

attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. Personnel.

- a. Teacher credentials, clearances, and permits shall be maintained by the Charter School and shall be subject to periodic inspection by the District if needed.
- b. All teachers shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use emergency permits, waivers, and local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC, and from the Sacramento County Office of Education as applicable, for individuals in the same manner as a school district.
 - i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- d. All employees of the Charter School, volunteers (including parents) who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, and employees of contractors who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, such as certain vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 44237, and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and applicable volunteers prior to assignment, as well as documentation that vendors have warranted that they have conducted required criminal background checks for

their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee if they have not received full clearance.

- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5.
- g. **S.A.C. Prep** is the exclusive public-school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All individuals working at the Charter School are employees, volunteers or contractors of the **S.A.C. Prep**. The **S.A.C. Prep** shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.
- h. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- i. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. If the Charter School makes any changes to the employee handbook or other personnel policies, it will provide a copy to the District upon request. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions, including termination, (if any, and this language shall not be construed to change the at-will nature of employment or other contractual terms of employment that may be set forth in collective bargaining agreements), compensation and benefit information, and a description of complaint procedures that employees may pursue as applicable. The District understands that employee handbooks may only summarize policies and procedures governing employees, that there may be other sources of policies, standards, obligations, and procedures governing employee conduct, behavior, and expectations, and that employee handbooks do not vary the contractual and legal rights of the Charter School that may operate independently from the employee handbook with respect to the employee-employer relationship.

j. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the Sacramento County Office of Education or the District, as applicable.

19. Educational Program and Reporting.

- a. A list of core instructional materials by grade and content will be made available to the District within a reasonable time frame after receipt of a written request from the District.
- b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.
- c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- d. The Charter School shall comply with all applicable federal and state law concerning the instruction of English Learners.
- e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.
- f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures upon request, unless the most recently updated policies and procedures are already in the approved charter or posted and readily available on the Charter School's website. All student discipline policies shall be included in the Charter School's student/parent handbook or made available on the Charter School's website.
- g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students.

h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day.

20. Special Education and Related Services.

- a. <u>Legal Relationship</u>. The following provisions govern the application of special education to students of the Charter School:
 - i. The Charter School shall be its own local educational agency ("LEA"), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA").
 - ii. The Charter School will serve as its own LEA for purposes of special education and, as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their respective individualized education programs ("IEPs") and in compliance with the IDEA (20 U.S.C. §§ 1400 et seq.), related California law, and their corresponding implementing regulations.
 - iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties' respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.
- b. <u>Non-Discrimination and Access</u>. No student shall be denied admission to Charter School due to a disability or a suspicion of a disability. The Charter School shall not "counsel out" any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.
- c. <u>Section 504 and ADA</u>. The Charter School shall comply with Section 504 and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.

d. Special Education Funding.

- i. The Charter School shall comply with the funding model adopted by the assigned SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.
- ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys' fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.
- e. <u>Insurance</u>. The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.
- f. Indemnification. The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School. This indemnity and hold harmless provision shall exclude claims, damages, losses, causes of action, suits, and demands, caused by the negligence or any intentional acts of the District, including its officers, directors, or employees, as well as any claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services while attending a District school.
- 21. <u>Transportation</u>. The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.

22. Health and Safety.

- a. <u>Compliance with Laws</u>. The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:
 - Child Abuse Mandated Reporting. The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), including child abuse and neglect identification and reporting and mandated reporter training requirements.
 - ii. Nutritionally Adequate Free or Reduced-Price Meal. To the extent the law continues to provide funding for this purpose, the Charter School shall provide breakfast and lunch free of charge, and with adequate time to eat, during each school day to any student who requests a meal, without consideration of the student's eligibility for a federally-funded free or reduced-priced meal, with a maximum of one free meal for each meal service period, in accordance with applicable law. The meals provided shall be nutritionally adequate meals that qualify for federal reimbursement.
 - iii. *Immunizations*. All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.
- b. <u>Non-Discrimination and Anti-Harassment</u>. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to charter schools.
- 23. <u>Title IX Compliance</u>. The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
 - a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.
 - b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the

- Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.
- c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

24. Facilities.

- a. This MOU covers terms of facility occupancy regardless of facility ownership. If the Charter School occupies a District-owned facility, the terms of that agreement will be detailed in a separate Facility Use Agreement.
- b. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s). The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually or as otherwise required by law at its facilities and that they are maintained in an operable condition at all times. If the Charter School is utilizing a District facility, the Charter School and the District will coordinate annual testing. The Charter School shall conduct emergency response drills as required and shall maintain records of such drills.
- c. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy, as well as its legal right to use its site and any ancillary facilities (e.g., a lease agreement) and that such facilities will be adequate to house the student population and implement the Charter School's educational program.
- d. The Charter School shall not change facilities without a notification to the District and, possibly, a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.

- i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay, if either are available at the time of notification. In circumstances where the address of the temporary location or the duration of stay are not known within three (3) days, the Charter School shall notify the District of this information in a timely manner and without delay once it becomes available to the Charter School.
- e. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.
- f. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, conditional use permits, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. Insurance/Risk Management.

- a. The Charter School will independently obtain and keep in effect during the Term of this Agreement liability insurance coverage to cover the operations of the Charter School. The Charter School shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a charter school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School. The Charter School agrees to name the District as an additional insured on all certificates of insurance. These insurance requirements would need to be in effect no later than 18 months from the start date of this agreement, with substantial progress having been made within 12 months.
 - i. If for any reason, the specific insurance types, coverages, and limits specified below or by the District are not available or become unavailable to the Charter School in the insurance marketplace within the range of commercially reasonable rates (i.e., the rates generally paid by charter schools and school districts in California for similar insurance), the Charter School shall procure or arrange for the next best commercially reasonable and available coverage in consultation with the District. In such circumstances, the obtained coverage shall be deemed to satisfy the provisions of this section regarding insurance.

- ii. General Liability. The Charter School shall maintain Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (5,000,000) each occurrence and Fifteen Million Dollars (\$15,000,000) aggregate for bodily injury, personal and advertising injury, and property damage and with tail coverage for a period of ten (10) years after termination of the Charter. If comprehensive or commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).
- iii. <u>Workers' Compensation</u>. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers and employees.
- iv. <u>Professional Liability</u>. Professional Liability (Errors and Omissions)
 Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- v. <u>Sexual Abuse and Molestation</u>. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Fifteen Million Dollars (\$15,000,000) claims made total. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.
- vi. <u>Property Insurance</u>. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.

- vii. <u>Cyber Coverage</u>. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Four Million Dollars (\$4,000,000) per occurrence.
- b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- c. The Charter School shall add the District and its Board members, officers, officials, employees, agents, and volunteers, as named additional insured on all its insurance policies.
- d. The Charter School must adhere to claim reporting requirements in its insurance policies, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the District or its representative in the investigation and defense of a claim.
- e. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- f. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes material changes to its insurance policies, it must notify the District within ten (10) days of doing so.
- g. The Charter School is responsible for proper handling and disposal of all hazardous materials generated in the operation of its program. Should the Charter School not address this, the District will remove the materials and charge the Charter School for the cost of disposal.
- h. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.
- The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.
- j. The Charter School agrees to indemnify and hold harmless the District and its agents, employees, assigns against any and all claims, losses, damages, monetary

awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its Board members, officers, employees, representatives, agents, and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School including but not limited to the delivery of special education services.

- 26. <u>Dispute Resolution</u>. Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.
- 27. <u>Closure</u>. If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(O) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.

28. **Additional Provisions**.

- a. <u>Non-Assignment</u>. Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
- b. <u>Enforceability</u>. The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this MOU. Should the District determine that the Charter School has failed to comply with a material condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.
- c. <u>Notices</u>. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or

received by e-mail, addressed as set forth below. A Party may change the below contact information upon written notice to the other Party:

If to the District: Sacramento City Unified School District

Attn: Superintendent's Office

CC: Amanda Goldman, Director, Innovative Schools

5735 47th Avenue Sacramento, CA 95824

Email: Superintendent@scusd.edu

If to the Charter School: S.A.C. Prep

Attn: Norman Hernandez, Principal 6620 Gloria Drive, Sacramento, CA 95831

Email: nhernandez@sacprep.org

- d. <u>Severability</u>. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- e. <u>Entire Agreement</u>. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants regarding the specific subject matter of this MOU, except as may be expressly set forth in this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	SOL AUREUS COLLEGE PREPARATORY		
Superintendent Signature	Charter Principal Signature		
Print Name	Print Name and Title		
Dated	Dated		
Date of District Board of Education approval/ratif	ication:		
Date of Charter Board of Directors approval/ra	tification:		



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1m

Meeting Date: June 5, 2025			
<u>Subject</u> : Approve Minutes for the March 20, 2025 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			
<u>Division</u> : Superintendent's Office			
Recommendation: Approve Minutes for the March 20, 2025, Regular Board of Education Meeting.			
Background/Rationale: None			
Financial Considerations: None			
LCAP Goal(s): Family and Community Empowerment			
<u>Documents Attached:</u> 1. Minutes of the March 20, 2025, Regular Board of Education Meeting			

Estimated Time of Presentation: N/A Submitted by: Lisa Allen, Superintendent Approved by: Lisa Allen, Superintendent



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jasjit Singh, President (Trustee Area 2)
Tara Jeane, Vice President (Trustee Area 1)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, March 20, 2025 5:00 p.m. Closed Session 6:00 p.m. Open Session

Serna Center

Community Conference Rooms 5735 47th Avenue Sacramento, CA 95824

MINUTES

2024/25-15

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:08 p.m.

Members Present:

Member Kayatta

Member Rhodes

Member Jeane

Member Ybarra

Member Navarro

Member Benjamin

Member Singh

Member Absent:

Student Board Member Chueh-Griffith

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)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)
- 3.3 Government Code 54957 Public Employee Discipline/Dismissal/Release/Complaint
- 3.4 Government code 54956.8—Conference with Real Property Negotiators

Property: 4591 Perry Ave, Sacramento CA 95820

Agency Negotiator: Chris Ralston

Negotiating Parties: Southgate Parks and Recreation District

Under Negotiation: Price and terms

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:13 p.m.

- 4.1 The Pledge of Allegiance
- 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 no announcements.

6.0 AGENDA ADOPTION

The Board adopted the agenda unanimously.

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.

Mariah Maguire-Fong Katie Heidorn Tony Kim Ethan Cohagan Isreal Johnson Daniel Khan Siraj Khan Angela Asch Becky Wiegand Leena Gurtis Rosette Nguyen Rita McNamara Lisa Common Jillian Rich Sabrina Watson Catherine Adams Marisa Collins Tarah Gold Michael Gold Mariana Sandrock Tiffany Stornetta Mina Tahai Isreal Johnson

8.0 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.

- 8.1 <u>Items Subject or Not Subject to Closed Session</u>:
 - 8.1a Approve Grants, Entitlements and Other Income Agreements (Janea Marking)
 - 8.1b Approve/Ratification of Other Agreements, Bid Awards, Declared Surplus Materials and Equipment, Change Notices, and Notices of Completion (Janea Marking)
 - 8.1c Approve Contracts Report >\$15,000 (Janea Marking)
 - 8.1d Approval of Unauthorized Vendor Payments (Janea Marking)
 - 8.1e Approve Purchase Order Board Report for the Period of January 15, 2025, through February 14, 20252025 (Janea Marking)
 - 8. If Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of January 1-31, 2025 (Janea Marking)
 - 8.1g Approve Donations to the District for the Period of January 1-31, 2025 (Janea Marking)
 - 8.1h Approve Personnel Transactions (Cancy McArn)
 - 8.1i Approve Minutes for the February 20, 2025 Regular Board of Education Meeting (Superintendent Lisa Allen)
 - 8.1j Approve Notice of Exemption to California Environmental Quality Act for Hollywood Park Elementary Modernization Project (Nathaniel Browning)

- 8.1k Approve Notice of Exemption to California Environmental Quality Act for Ethel Phillips Elementary Modernization Project (Nathaniel Browning)
- 8.11 Approve Notice of Exemption to California Environmental Quality Act for Bowling Green Elementary Modernization Project (Nathaniel Browning)
- 8.1m Approve CK McClatchy and West Campus High School Debate Tournament in Atlanta, GA from April 3-7, 2025 (Mary Hardin Young & Jerad Hyden)

8.1n Approve Labor Agreements (Cancy McArn)

This is an action item.

Public Comment: No public comment

Board comment:
No Board comments

Member Jeane made a motion with a second from Member Rhodes. The Board voted 7-0 with a student preferential yes vote.

9.0 COMMUNICATIONS

- 9.1 Employee Organization Reports:
 - SCTA Nikki Milevsky shared that we are in a really important period in the District's history. Nikki Milevsky shared that it has been 21 months since the school board took the necessary steps to move our District away from the top down command and control leadership model to one that is more inclusive and constructive. Ms. Milevsky shared that the structure of the District has not caught up with the change philosophy and shift in philosophy, so we really need this District to reorient. Ms. Milevsky shared that Janea Marking will be presenting the District's second interim budget, which contains a positive budget certification. Ms. Milevsky shared that they truly appreciate the incredible hard work that CBO Marking, the Superintendent, the Board, and the rest of the leadership team undertook to make it happen. Ms. Milevsky shared that there is still more that needs to be done. While tonight's budget meets the criteria for a positive budget certification by the slimmest of margins, the right-sizing effort needs further development and refinement. The budget guiding principles take a significant step towards providing direction moving forward. Notably, the recommendation to allocating resources based on three principles. Retaining redundant administrators is noticeably absent from the principles, particularly at the Serna Center. Due to the lack of this refinement, next year the Serna Center will be packed with administrators, including administrators with certificated credentials. While out at our school sites, we will have classrooms without credentialed teachers. In regard to counselors, Ms. Milevsky shared that they

have been asking the District for weeks to identify the work sites that have been impacted. A few years ago, under a previous superintendent, the District created a new position, which was the Director of Guidance and Counseling. Around 2022, the previous superintendent created another new administrative position called Coordinator of College and Career Experience. At the same time, the District with no discussion with SCTA, added seven or eight additional counselor positions at the high school level throughout our District to facilitate FAFSA form completion, college selection, and other college and career student-focused work. The new coordinator of College and Career Experience, supervised the work of those additional counselors. The coordinator and additional counselors were all funded by ESSER funds, and when the ESSER funds ended in 2023, alternative sources of funding were found for last year and this year. As a part of this year's right-sizing, the District eliminated those additional counselors even though they provide important direct services to our students. These are services that are included as a part of our LCAP recommendations and goals for this district. At their meeting yesterday, the District representative finally conceded that the proposed reduction would result in cuts of services to students. Contrary to both the position of this Board, which was that cuts and services to students should only be done as a last resort, and contrary to the budget guidelines before the Board tonight. Ms. Milevsky shared that the status of the coordinator of College and Career Experience, the administrator hired to coordinate the work of those new counselors, while the District has proposed laying off those counselors, the coordinator will be here next year. Ms. Milevsky shared that all the people that are giving direct services to the kids will be gone, but the administrator in charge of them will still be at the Serna Center. Ms. Milevsky shared that this problem can be immediately corrected by rescinding the layoff notices for the counselors. Ms. Milevsky shared that the long-term reorganization is going to require a much more focused analysis of the structure of this District.

- SEIU- Karla Faucett shared that they are at the meeting to be in accordance with the collective bargaining agreement between the Service Employees International Union Local 1021, and Sac City Unified School District for the period of July 1, 2025- June 30, 2027. SEIU is making an official notice to full contract negotiations on a successor agreement. SEIU is willing to meet and confer, and bargain in good faith wages, benefits, terms and conditions of unemployment for bargaining unit members of Sac City Unified School District. SEIU proposes to open and negotiate all items in the CBA, including all articles, article appendixes, and tables of contents. SEIU will submit additional proposals at a later date, and will reserve the time, the right to add, amend, modify, and change its proposals.
- TCS-No update
- Teamsters- No update
- *UPE- No update*
- 9.2 Student Member Report (Justine Chueh-Griffith)- Member Chueh-Griffith thanked students from West Campus for coming out to speak tonight. Member Chueh-Griffith shared that it's great to see students coming and advocating for what's important to our schools. As a West Campus student, Member Chueh-Griffith thanked Ms. McNamara. She shared that it's very rare that students get that quality of college

and career counseling. Member Chueh-Griffith shared her frustration and thinks that our actions are not aligning with what we say our priorities are. Member Chueh-Griffith understands that we're facing challenging budget cuts, but it seems like there is no work being put in to think about what we are going to do without these staff.

9.3 President's Report (Jasjit Singh)- President Singh shared that just over an hour ago, there was an executive order to cut the Department of Education. President Singh shared that budget discussions and cuts are difficult, but they got even more difficult about five minutes ago. President Singh doesn't want anyone in the community to think that they are not working on solutions, but it's pretty hard to keep up with the Federal administration. President Singh has no idea what is going to come out on

the

news the next morning. As people may know, the Board has been hosting Know Your Rights events in response to the federal administration. President Singh shared that they are working very hard on next steps as the cut to the Department of Education is going to affect us equally. President Singh shared that he respects the moment and time that everyone comes out to provide public comment to let the Board know how people feel, and to provide solutions. In regard to Know Your Rights, President Singh asked the people to make sure that students update their emergency contact cards. President Singh shared that updating the emergency contact card is really important, because we need to be able to contact a family member or guardian and it's a way to protect their family and children.

9.4 Information Sharing by Board Members- Member Rhodes shared that last weekend Rosemont and SES were at the first robotics competition. Member Rhodes shared that it was beautiful to see the energy in the space, and how SES won a spirit award. SES placed in 5th place. Member Rhodes highlighted that the Inkstravaganza is on Saturday at the Maple Center.

Member Kayatta highlighted the SES robotics competition. Member Kayatta shared that the spirit was very strong in the SES section. Member Kayatta referenced the Department of Education press conference and the closures to the office of civil rights, which are critical advocates for our students with disabilities. Member Kayatta shared that there are funding streams that are not necessarily guaranteed. Member Kayatta thinks that it is critical that we continue to speak up, and would like to see if there is something that they can do as a Board to urge our local representatives. Member Kayatta shared that federal funding is about 9% of our general fund, which may not seem like a lot, but it provides funding to some of our students that need it the most. Member Kayatta shared that if that is at risk, it will make it even more difficult to serve the populations that all us were elected to truly uplift. Member Kayatta invited the community to come out to the next Know Your Rights event in his area. It will take place next Tuesday, March 25th at 5:30pm. It will be held at Martin Luther King, Jr. Elementary.

Member Navarro attended the opening day for Rosemont Little League on March 8th, and shared that it was a great experience. Member Navarro urged staff to work hard in order to keep our counselors. Regarding the federal cuts, Member Navarro urges the community to speak to local representatives.

Member Chueh-Griffith shared the impact that the cuts will have on students and their mental health.

10.0 SPECIAL PRESENTATION

10.1 Recognition of National Women's History Month, March 2025 (Board Member Tara Jeane)

Board Member Tara Jeane opened the presentation and invited staff member, Vanessa Reyes, to share the work being done throughout the District that uplifts and supports women. This is an information item.

Public Comment:
No public comment

Board Comment:

Member Jeane thanked Vanessa and shared how beautiful and powerful her presentation was. Member Jeane shared that she loved not only hearing Vanessa's heart shining through, but the amazing power of our youth and the work that they get to do to uplift our community. Member Jeane shared that we not only get to employ women, but we get to educate the next generation of women, which is powerful.

President Singh shared that often times people mention leading by example, and this District showcases our leadership team, which when he looks to the left and right, it's women. President Singh shared that everything Vanessa Reyes stated is everything that Superintendent Allen exemplifies, and also, District staff that is dedicated to this work. President Singh shared that this is one of those spaces where we can continue to uplift and showcase that it's not mere words, and our actions show our efforts.

10.2 Recognition of Trans Day of Visibility (Liz Sterba)

Liz Sterba shared LGBTQ+ support at SCUSD, messaging that reaffirms our commitment to following state guidance and District policies, conduct a community webinar with legal experts to explain policies and answer questions, adding a second all gender restroom cohort, and rollout the S "See" USD campaign. This is an information item.

Public Comment:
No public comment

Board Comment:

Member Jeane thanked Liz for the presentation and highlighted the creativity within the campaign. Member Jeane wanted to give a shout out and uplift all of our folks to let them know that they are loved and valued, that they are safe here, and that they have many people that are advocating for them.

Member Chueh-Griffith is thankful to be in this District, and thankful for everything the District is doing to actively protect transgender students.

Member Kayatta shared that on a national level, trans kids and adults are under attack in a way that he has never seen before. Member Kayatta shared that there is a fear that the support that was there before, might be drifting away. Member Kayatta hopes that our community understands that here at Sac City Unified, we are not changing our positions, our policies are the same, and our support is strong. Member Kayatta shared that all of our kids, trans kids included, are members of our community and supported like everyone else.

President Singh shared that when the Board had their press conference two month ago, they made it very clear that the protections that they were offering from our Board policy, not only protected the immigrant community, but also protects our most vulnerable students, which includes our LGBTQ+ students. President Singh shared that his first year on the school board, they raised the flag, and he's happy to see if happening again. President Singh shared that this district does things before other districts do it. President Singh shared that the energy that we bring into spaces, he would like people to use that same energy to ensure that elected officials in other spaces are upholding that same commitment that they have committed to in the past. President Singh shared that if people have family and friends in other neighborhoods and nearby districts that don't feel that same love, they can always look at our policies and ask for them to copy the same.

10.3 Approve Resolution No. 3484: Resolution Approving and Authorizing Superintendent to Execute Property Exchange and Acquisition Agreement with Southgate Recreation and Park District (Chris Ralston)

Chris Ralston shared an overview of proposed properties to exchange and why, and legal ability of the Board to execute this resolution. This is an action item.

Public Comment:

No public comment

Board Comment:

Member Kayatta thanked staff for the work on this.

Member Kayatta made a motion with a second from Member Jeane. The Board voted 7-0 with a student preferential yes vote.

10.4 7-11 District Advisory Committee Report on Recommendations Regarding Use or Disposition of District Real Property (Chris Ralston)

Chris Ralston shared an overview of why the 7-11 committee was formed, the Board's role in property management and real estate action, and committee process and report summary. Mr. Ralston is looking for the Board to discuss the committee report, provide direction, and ideas for action in May. This is an information item.

Public Comment:

No public comment

Board Comment:

Member Benjamin shared that he was able to attend some of the 7-11 committee meetings this summer, and he shared that the team was very thorough in their explanation. Member Benjamin went in being hung up on school purpose and what that meant, and wanted to share that with the information received, it would not be opened up as a school again. Member Benjamin shared that once he was able to get clarity on that, he was able to see things for what they were. Member Benjamin thanked the team and shared that they did a very good job.

Member Jeane asked staff to explain what surplus means and next steps.

Member Kayatta wanted to know if any of the sites would be able to become workforce housing, if this is something that they decided to do in the future. Member Kayatta clarified that Community Collaborative is currently occupying Fruitridge. Member Kayatta asked, if we keep it as a collaborative, is it possible to develop some sort of housing there or other use to make full use of the site? For the recommendation for Huntington, if we surplus it, is this something that can be made a requirement in terms of selling it? If we did decide to sell it, we can choose someone to sell it to that shares our vision? So, just because we surplus it, does not mean we need to sell it, and just because we start entertaining bids to sell it, does not mean we need to accept a bid? Member Kayatta clarified that any action taken is not final action.

Member Rhodes wanted to know who has first rights when it comes to bidding. Member Rhodes wanted to know if there are entities or non-profits that show interest or have been working with the District previously, and have built out those spaces, what it looks like for those people to have options to purchase. For these types of entities, how would the Board creatively think about a model that consists of services and housing? Member Rhodes believes that we have a huge opportunity to really assist with one of our biggest needs in our city, which is housing. President Singh has a deep desire to understand how we can build housing on our vacant spaces. President Singh asked about those on the 7-11 committee, and what their time commitment is. Member Ybarra echoed the comments on housing and wanted to know how we keep the services currently being offered through non-profit, but looking at how it would look long term to sustain that model?

10.5 Summer Matters 2025-Academics and Enrichment (Manpreet Kaur, Neng Her, & Dr. Leslie Hernandez)

Neng Her shared goals and budget, staffing, student identification, summer learning programs for 2025, elementary and TK-8 summer school sites, program structure, the elementary, middle school, high school, and extended school year schedule, and professional learning days, program evaluation, summer school vacancy postings timeline, communication and outreach, and summer school enrollment. This is an information item.

Public Comment:

No public comment

Board Comment:

Member Ybarra shared that the Board has heard a lot of public comment around registration and thinks it would be helpful if staff were logging what they hear from folks, so we can see how we can better support.

Member Rhodes would like the Board to be invited to their professional develop days. Member Kayatta wanted to know if someone applies for the program, are they guaranteed a spot, or if there is a waitlist? Member Kayatta shared that there have been concerns around staffing, and wanted to know if they will be fully staffed.

10.6 2024-25 Transportation Plan (Ron Hill)

Ron Hill shared current transportation services, free transit authority bus passes, funding transportation reimbursement calculation, and 2024-2025 transportation allowance for home-to-school transportation. This is an action item.

Public Comment:

No public comment

Board Comment:

In terms of the amounts that we are eligible for reimbursement, Member Kayatta wanted to know if it includes the amounts we are paying RT for the ride-free program or parents of the homeless youth?

Member Ybarra highlighted that prior to COVID, all of the kids and families who were Fruitridge families were bussed to Oak Ridge or Father Keith B. Kenny. After COVID, Member Ybarra shared that we no longer provided that transportation. Member Ybarra shared that we just heard the number of students that still reside in that area, and it's high enough to say that we're going to pull this from the surplus list. Member Ybarra pointed out that we need to remember those families and we need transportation.

President Singh shared that there was a family that inquired about protocols for our bus drivers in case there is an immigration enforcement agency waiting at a bus stop. President Singh asked Ron Hill to share what the protocol is.

Member Kayatta made a motion to approve the 2024-25 transportation plan with a second from Member Ybarra. The Board voted 7-0 with a student preferential yes vote.

11.0 PUBLIC HEARING

11.1 Provide a Public Hearing for and Approve Resolution No. 3481 Resolution to Convey Public Utilities Easement to County of Sacramento at Nicholas Elementary School (Ben Wangberg)

Chris Ralston shared that staff are asking the Superintendent and Board to approve the resolution to offer the easement for the Nicholas project. This is an action item.

Public Comment:

No public comment

Board Comment:

No Board comment

President Singh made a motion with a second from Member Kayatta. The Board voted 7-0 with the student member absent.

12.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

12.1 Staffing and Full-Time Equivalents (FTE) Information (Janea Marking)

Janea Marking provided an overview, staffing comparisons, historical totals, and looking forward. This is an information item.

Public Comment:

No public comment

Board Comment:

President Singh thanked Janea for the clarity and information.

12.2 2024-25 Second Interim Financial Report (Janea Marking)

Staff presented the budget reporting cycle, revenues, expenditures, surplus/deficit and fund balance, multi-year projections, enrollment trend and other funds, budget right-sizing plan update, and summary and certification. This is an action item.

Public Comment:
No public comment

Board Comment:

Member Ybarra asked Janea to breakdown the percentage of management versus certificated and classified, and overall.

Member Kayatta shared, it was one year ago we were recommended for a positive certification, which he pushed very hard, because he knew that this plan was in place. Member Kayatta feels a sense of gratitude with the work that has been delivered. Member Kayatta believes that every single budget decision we make is trying to pursue our priorities. Member Kayatta is excited to have this positive budget certification that is not based on some outside factor, but based on the hard work that we have all done. Member Kayatta shared that he is all in on the recommendation to focus on the Special Education budget.

Member Jeane congratulated the team for getting a positive budget in the second interim, so we don't have to do a third. On slide 22, Member Jeane wanted to point out how Cindy mentioned that every fund is self-sufficient and has a positive balance. Member Jeane thinks that's incredible. On slide 23, Member Jeane wanted to clarify why a 2.43% increase is equivalent of 1.1 million but a 3.52% is \$10.3 million? On slide 27, Member Jeane pointed out that when you look at the total revenues and total expenditures, and you look over the three years, it's absolutely amazing that we are positive. On slide 30, Member Jeane pointed out that we are invested in increasing our enrollment trends, and wants to work together and partner on what it means to increase our enrollment and ADA. Member Jeane highlighted that it's not about changing our expenditures, but it's about making sure enrollment is coming in. On slide 9, Member Jeane wanted to clarify if the 9% of federal money is predominately SPED funding. Member Jeane wants to know what our plan is if federal monies start changing? Member Jeane shared that it's common for 50% of the SPED budget to be funded through general fund contributions. Member Jeane wanted to know at what percent we are contributing to our SPED budget. On slide 42, Member Jeane appreciated Janea Marking emphasizing the programmatic conversation and the monetary conversation have to happen together, because the programs, resources, and staff our students need are vital. Member Jeane knows that we are spending a lot in contracts, because of the hiring crisis. When it comes to the needs of our SPED students, Member Jeane is not only talking about our enrollment needs, but we're talking about needing to continue to be a great employer that attracts the best and brightest to work here. Member Jeane appreciates slide 43 and looking at how we ensure that the right people are in the rooms to have the conversations about Special Education, and it's not siloed. Member Navarro echoed what his colleagues shared, and he is glad that staff have followed the recommendations.

President Singh believes that we can strengthen our state funding with policy efforts. President Singh would like to find a way to do an enrollment campaign. President Singh wants to ensure that our Board policy and Board vision is shared, and that's the work that the Board needs to commit to. President Singh shared that their next steps as a Board are to make sure that they are building out a vision for what their goals and priorities. President Singh hopes that as they build out their

Board vision and the guiding principles, that they can be combined with staff's best ideas and expertise to create outcomes that the Board feels good about.

President Singh made a motion with a second from Member Navarro. The Board voted 7-0 with a student preferential yes vote.

12.3 Budget Guiding Principles (Janea Marking)

Janea Marking shared the budget guiding principles for the Board's consideration, alignment with District goals, allocation of resources, fiscal responsibility, and continuous review and improvement. This is an information item.

Public Comment:
No public comment

Board Comment:

Member Kayatta shared that this is just as important or more important than the right-sizing approach. Member Kayatta shared that these are things that he wanted to see from day one as a board member. Member Kayatta really appreciates Janea bringing this to the Board. Member Kayatta wanted to clarify if this item will come back for the Board to adopt.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information

13.1 Business and Financial Information: Enrollment Report – Month 5, Ending Friday, January 17, 2025 (Janea Marking)

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ April 3, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ April 10, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

15.0 ADJOURNMENT

The meeting adjourned at 9:18 p.m.				
Lisa Allen, 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 relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1n

Meeting Date: June 5, 2025

<u>Subject</u>: Approve Resolution No. 3500: Delegating Duty to Accept Bids and Award Construction Contracts

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

<u>Department</u>: Facilities Support Services

Recommendation:

The Superintendent is recommending the board approve and adopt Resolution No. 3500 Delegating Duty to Accept Bids and Award Construction Contracts.

Background/Rationale:

The Governing Board's meeting schedule may not be complementary with the bid opening dates and delaying the award until the next available meeting date would cause unnecessary project delay. Staff recommends that the Governing Board delegate to the Superintendent or designee the authority to accept bids meeting Public Contract and Education Code requirements, execute the contracts, and commence work without the Governing Board taking formal action on any such contracts. This practice has become a normal business process and has been approved by the Board in prior years. The effective dates of this Resolution are June 9, 2025, through August 1, 2025. This Resolution will only be used if approval by the Board at a Board meeting will delay the start of a project.

Financial Considerations: N/A

LCAP Goal (s): Goal 3 – Welcoming and Safety Outcome

Documents Attached:

1. Resolution No. 3500

Estimated Time of Presentation: N/A

Submitted by: Chris Ralston, Assistant Superintendent, Facilities **Approved by:** Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Resolution No. 3500

BEFORE THE GOVERNING BOARD OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

RESOLUTION DELEGATING DUTY TO ACCEPT BIDS AND AWARD CONSTRUCTION CONTRACTS

WHEREAS, the Sacramento City Unified School District has been and is in the process of accepting bids and awarding prime contracts for various maintenance and construction work; and

WHEREAS, time is of the essence in accepting the lowest responsible and/or best value bid, awarding the contract and completing work, or rejecting bids as appropriate; and

WHEREAS, regular meetings of the Board of Education will not be held on a schedule consistent with the bid opening dates for these facilities projects;

BE IT RESOLVED THAT the Superintendent, or her designee, is delegated the authority to act on behalf of the Board of Education from June 9, 2025, through August 1, 2025, to award and execute prime contracts to the lowest responsible and/or best value bidder, or reject bids as appropriate; and

BE IT FURTHER RESOLVED THAT should any lowest responsible and/or best value bidder exceed the estimated cost for that prime contract, the Superintendent or designee may award and execute the contract for that work if the Superintendent or designee consults with the Chief Business Officer and determines that the bid should be accepted rather than rebidding the contract; and

BE IT FURTHER RESOLVED THAT any and all contracts entered into on behalf of the District pursuant to this resolution shall be reported to the board at the next regularly scheduled meeting following execution.

State of California)	
County of Sacramento)	
PASSED and ADOPT	ED this 5th day of June 2025, by the Board of Education of the Sacramento City Unified	
School District, State of Cali	ornia, by the following vote;	
Ayes:		
Noes:		
Absent:		
ATTESTED TO:		
	Jasjit Singh, President, Board of Education, Area 2	
Date:		
	Lisa Allen, Clerk of the Board	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#8.10

Meeting Date: June 5, 2025

<u>Subject</u>: Approve Resolution No. 3497: Resolution of Intention to Convey Public Utility Easements to Sacramento Municipal Utility District at Pacific Elementary School

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

Division: Facilities Support Services

<u>Recommendation</u>: Approve Resolution No. 3497, which provides notice of a Public Hearing and the adoption of the Sacramento Municipal Utility District Entitlements Resolution at its regularly scheduled Board Meeting on Thursday, June 26, at 6:00 PM.

Background/Rationale: Pursuant to Education Code 17557, the district must adopt a Resolution of Intention to dedicate or convey any District property prior to the adoption of a Resolution which dedicates or conveys property and provide notice to a Public Hearing.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public places within the District not less than 10 days before the date of the meeting and publish the notice in a newspaper of general circulation not less than 5 days before the date it plans to provide a Public Hearing and adopt the Resolution.

Financial Considerations: N/A

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- 1. Resolution No. 3497
- 2. Underground Easement and Exhibit A
- 3. Overhead Easement
- 4. Overhead Easement Exhibits A & B
- 5. Notary Acknowledgments & Certificates of Acceptance for SMUD Easements

Estimated Time of Presentation: N/A

Submitted by: Ben Wangberg, Manager, Facilities Planning

Nathaniel Browning, Director, Facilities Planning and Property Management

Approved by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Janea Marking, Chief Business and Operations Officer

Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 3497

RESOLUTION OF INTENTION TO CONVEY PUBLIC UTILITIES EASEMENT TO SACRAMENTO MUNICIPAL UTILITY DISTRICT AT PACIFIC ELEMENTARY SCHOOL

WHEREAS, the Sacramento City Unified School District ("District") owns the property at Pacific Elementary School located at 6201 41st Street, in the County of Sacramento;

WHEREAS, The District is rebuilding Pacific Elementary School and will need numerous easements for outside entities and Sacramento Municipal Utilities District (SMUD) has jurisdiction over the electrical distribution facilities that serve the Pacific Elementary site. SMUD requires a Utility easement to provide the necessary electrical services to the site;

WHEREAS, District's request for SMUD Electric Service at Pacific Elementary School requires installation in accordance with Sacramento Municipal Utility District's rules and regulations;

WHEREAS, SMUD is seeking to acquire two (2) permanent easements ("Permanent Easements") for the Utility Access, which will consist of the installation of utility access facilities, near the northern property line, both aboveground and underground, 10 feet wide by approximately 202 feet long, totaling approximately 2020 square feet, as described in the attached Underground Easement and Exhibit A and Overhead Easement Exhibits A and B;

WHEREAS, SMUD's design team has drafted two (2) Grants of Easement documents;

WHEREAS, pursuant to the Education Code § 17537, the District must adopt this Resolution of Intention, by a two-thirds vote, and establish a time at a subsequent Board meeting to hold a public hearing in order to consider adoption of a resolution, by the same vote, for the actual approval of the easement entitlements (the "Easement Entitlements Resolution");

WHEREAS, utilities are necessary for the provision of adequate school housing;

WHEREAS, the Utility Easement totals approximately 2020 square feet and includes necessary utility facilities and infrastructure required by Sacramento Municipal Utility District;

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

- 1. Adopts the foregoing recitals as true and correct.
- 2. Pursuant to Education Code 17557, hereby determines that the Board will hold a public hearing and consider the adoption of the Sacramento Municipal Utility District Grant Easement Resolution at its regularly scheduled Board meeting on Thursday June 26, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard on the agenda.
- 3. Authorizes the Superintendent, or their designee, to provide notice of the Board meeting set forth above as required by law.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 5th day of June 2025, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:			
ATTESTED TO):		
Jasjit Singh President of the	Board of Education	Lisa Allen Superintendent	

RECORD AT REQUEST OF AND RETURN TO: Sacramento Municipal Utility District Attention: Real Estate Services – B 209 P. O. Box 15830 Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103 & 27383 No County Transfer Tax Per R & T Code 11922

SMUD BY: _____ EAS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 037-0191-001-0000 R/W UO-2024-249 SO 30193747

GRANT OF EASEMENT

Sacramento City Unified School District formerly known of record as Pacific School District of Sacramento County, Grantor, hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of:

underground conduits, wires and cables, with associated aboveground or belowground transformers, transformer pads, pedestals, service, terminal, splicing, switching and pull boxes, switch and fuse cubicles, cubicle pads, riser poles, and all necessary fixtures and appurtenances,

AND;

aerial wires and cables, with associated poles, crossarms, braces, transformers, capacitors, switches, anchors, guy wires, guy stubs, and all necessary fixtures and appurtenances,

Grantor hereby grants to Grantee the easement within the following Easement Area described in EXHIBIT A attached hereto and made a part hereof.

The easement being granted herein is contained and located on that certain real property, situate in Sacramento County, California, designated by the above-referenced Assessor's Parcel Number and more fully described as follows:

In that certain GRANT DEED dated September 10, 1948, and recorded in the office of the Recorder of Sacramento County on October 14, 1948, in Book 1557 of Official Records at Page 586.

AND;

In that certain GRANT DEED dated May 25, 1948, and recorded in the office of the Recorder of Sacramento County on June 22, 1948, in Book 1505 of Official Records at Page 316.

Said rights include the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

<><<This section has been intentionally left blank>>>>

Grantor understands and acknowledges that the Facilities will be installed within the Easement Area based on
Grantee's design and actual site conditions. Upon completion of the installation, Grantee shall obtain a survey
by a licensed land surveyor setting forth a legal description of the area actually occupied by the Facilities and
required for complete enjoyment of the rights granted herein. Grantee will, within a reasonable period of time,
record a Notice of Final Description of Easement Area referencing this document and setting forth the legal
description of the surveyed area, which will thereupon become the Easement Area. Upon recordation of the
Notice of Final Description, the scope of the easement granted by this document shall be limited to the property
described in the Notice of Final Description plus the rights of ingress and egress.

Dated:,	20			
Grantor: Sacramento Sacramento County	City Unified School Distric	ct formerly known of	record as Pacific S	School District of
Signature:				
Print Name:		_		
Title:				
Signature:				
Print Name:		_		

Title:

EXHIBIT A

The centerline of the underground being a 5-foot Easement Area shall be coincidental with the centerline of the said Facilities constructed in, on, over, under, across and along the Grantors property. Additionally, the Easement Area will include the area occupied by Grantee Facilities and appurtenances. The centerline of the overhead being a 10-foot Easement Area shall be coincidental with the centerline of the said Facilities.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

SMUD0065

RECORD AT REQUEST OF AND RETURN TO:

Sacramento Municipal Utility District Attention: Real Estate Services – B 209

P. O. Box 15830

Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103 & 27383 No County Transfer Tax Per R & T Code 11922

SMUD BY: 9h

EAS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: 037-0191-001

R/W 2025/003 SO 30193748

GRANT OF EASEMENT

Sacramento City Unified School District formerly known of record as Pacific School District of Sacramento County, Grantor, hereby grants to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of aerial wires and cables, with associated poles, crossarms, braces, transformers, capacitors, switches, anchors, guy wires, guy stubs, and all necessary fixtures and appurtenances, within the following described route.

The easement being granted herein is contained and located on that certain real property, situated in Sacramento County, California, designated by the above referenced Assessor's Parcel Number and more fully described as follows:

As described in that certain GRANT DEED from MAMIE M. WELTY to PACIFIC SCHOOL DISTRICT OF SACRAMENTO COUNTY, a political division of the State of California, dated September 10, 1948, and recorded in the office of Recorder of Sacramento County on October 14, 1948, in Book 1557 of Official Records at Page 586.

AND;

As described in that certain GRANT DEED from MAMIE M. WELTY to PACIFIC SCHOOL DISTRICT OF SACRAMENTO COUNTY, a political division of the State of California, dated May 25, 1948, and recorded in the office of Recorder of Sacramento County on June 22, 1948, in Book 1505 of Official Records at Page 316.

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

<><<This section has been intentionally left blank.>>>>

The route of said easement is described in EXHIBITS	S A and B attached hereto and made a part hereof.
Dated:, 20	
Grantor: Sacramento City Unified School record as Pacific School District	_
BY:	
Its:	
Print Name:	
BY:	
Its:	
Print Name	

LEGAL DESCRIPTION EXHIBIT A

All that real property situated in the County of Sacramento, State of California, being a portion of the "10.208 Acres" parcel shown on that certain *Record of Survey* filed for record on January 4, 1949 in Book 7 of Surveys, at Page 1, Sacramento County Records, and more particularly described as follows:

Within a strip of land 10 feet in width, the centerline of which is described as follows: **Commencing** at the northwest corner of said "10.208 Acres" parcel; thence, along the west line of said "10.208 Acres" parcel, South 00°32'43" East a distance of 17.34 feet to the **Point of Beginning**;

Thence, North 86°59'10" East a distance of 202.90 feet;

Thence, North 86°38'39" East a distance of 201.76 feet to a point in the north line of said "10.208 Acres" parcel.

The sideline of said strips shall be lengthened or shortened to meet at angle points and to terminate in the north and west lines of said "10.208 Acres" parcel.

All bearings shown hereon are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1982.

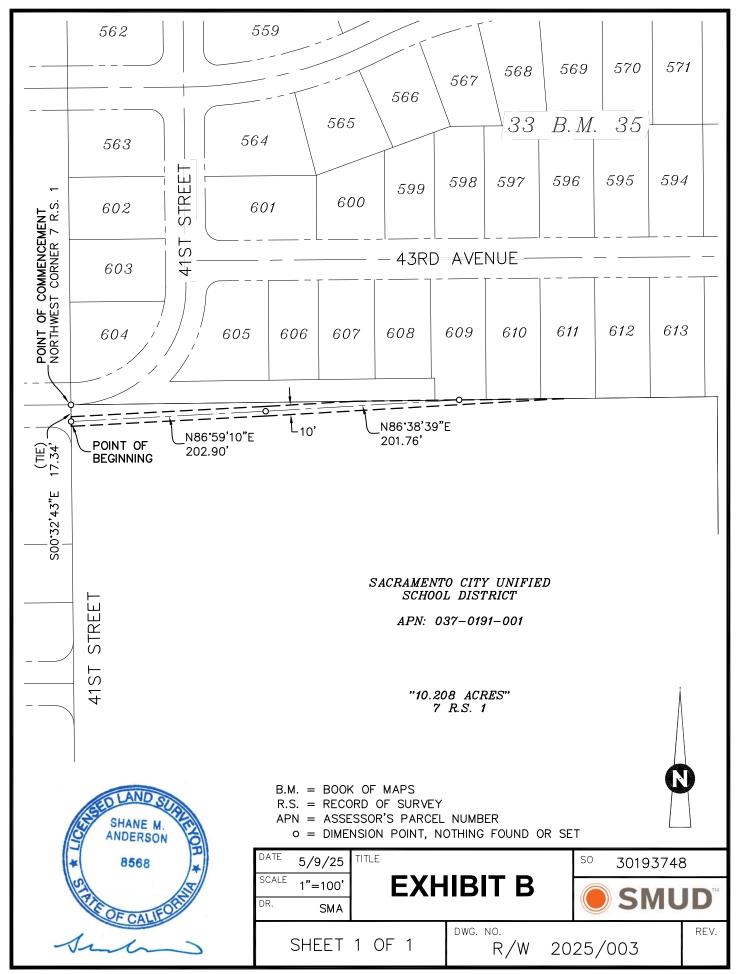
A plat entitled "Exhibit B" is attached hereto and by this document made a part hereof.

SHANE M. ANDERSON

Shane Anderson, LS 8568

Date: May 9, 2025

SO: 30193748 R/W 2025/003



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 CALIFOR	(NIA }		
COUNTY OF	}		
On	before me,	(here insert name and title of the officer)	
personally appeared			
are subscribed to the the same in his/her/t	within instrument and a heir authorized capacity erson(s), or the entity up	v evidence to be the person(s) vacknowledged to me that he/s (ies), and that by his/her/their bon behalf of which the person	he/they executed signature(s) on
•	ALTY OF PERJURY unde aph is true and correct.	er the laws of the State of Califo	ornia that
WITNESS my hand a	and official seal.		
Notary Public			
hereby accepts for publ grant and consents to tl	lic purposes the interest he recordation thereof. To pursuant to authority co	PAL UTILITY DISTRICT, a mu in real property conveyed by The undersigned officer is auth onferred by Resolution No. 89-	the foregoing deed or norized to execute this
Blandon Granger, Super Real Estate Services	rvisor	Date	

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 CALIFOR	(NIA }		
COUNTY OF	}		
On	before me,	(here insert name and title of the officer)	
personally appeared			
are subscribed to the the same in his/her/t	within instrument and a heir authorized capacity erson(s), or the entity up	v evidence to be the person(s) vacknowledged to me that he/s (ies), and that by his/her/their bon behalf of which the person	he/they executed signature(s) on
•	ALTY OF PERJURY unde aph is true and correct.	er the laws of the State of Califo	ornia that
WITNESS my hand a	and official seal.		
Notary Public			
hereby accepts for publ grant and consents to tl	lic purposes the interest he recordation thereof. To pursuant to authority co	PAL UTILITY DISTRICT, a mu in real property conveyed by The undersigned officer is auth onferred by Resolution No. 89-	the foregoing deed or norized to execute this
Blandon Granger, Super Real Estate Services	rvisor	Date	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1p

Meeting Date: June 5, 2025

Subject: Approve 2025-2026 Legal Master Contracts

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

Division: Business Services

<u>Recommendation</u>: Approve master contracts for legal services provided by Dannis Woliver Kelly, Diepenbrock Elkin, Fagen Friedman and Fulfrost LLP (F3), and Lozano Smith law firms for the 2025-26 fiscal year.

<u>Background/Rationale</u>: These firms provide legal advice and counsel to the Board of Education and staff on various matters, ensuring compliance and diligence in all aspects related to the provision of educational services.

<u>Financial Considerations</u>: At the June 26, 2025, Board meeting, we will provide a matrix establishing annual 'not to exceed' amounts by department. These amounts will represent the maximum authority granted through Board approval and cannot be exceeded without an increase approved by the board.

LCAP Goal(s): Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- DWK Agreement for Professional Services
- Diepenbrock Elkin Dauer McCandless LLP Agreement for Legal Services
- Fagen Friedman & Fulfrost LLP Agreement for Legal Services
- Lozano Smith Agreement for Legal Services

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 9, 2024, by and between the Sacramento City Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e.,

Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES.

To provide District with efficient and convenient legal services, Attorney will communicate

and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services 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. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-

year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

<u>COUNTERPARTS.</u> This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Docusigned by:	
Janea Marking	07/08/2024
Janea Marking	Date
Chief Business and Operations Officer	
DANNIS WOLIVER KELLEY	
1000	5/9/2024
Deidree Y.M.K. Sakai	Date
Attorney at Law	
At its public meeting of June 20, 2024, the Disthis Agreement and authorized the Board President, Su	strict's governing board approved perintendent or Designee to execute

Agreement for Professional Services

this Agreement.



Eileen M. Diepenbrock T: (916) 492-5024 F: 916-446-2640 ediepenbrock@diepenbrock.com www.diepenbrock.com

April 30, 2025

Via Email: <u>Chris-Ralston@scusd.edu</u>

Chris Ralston
Assistant Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Re: Agreement for Legal Services: Effective July 1, 2025

Dear Mr. Ralston:

We are very pleased to be retained by Sacramento City Unified School District ("SCUSD") under a new Master Fee Agreement, effective July 1, 2025, pursuant to which our Firm will provide general legal services on an as-needed basis to SCUSD for a variety of short-term legal matters, including drafting, negotiating and providing advice regarding contract documents; assisting with legal issues that arise during bidding and other procurements; providing assistance on other short-term contracting questions; assisting with pre-litigation claim issues; counseling regarding specific projects prior to litigation; and providing assistance with other issues that require prompt attention. We also will be available to attend meetings with SCUSD to discuss legal issues. Additionally, as part of this engagement, and as a courtesy at no cost to SCUSD, we will be pleased to offer in-house training seminars on legal issues of importance to SCUSD. Excluded from the scope of this Master Agreement are more complex matters, such as complex litigation matters. While we will be delighted to provide legal assistance to SCUSD related to matters excluded from this Master Agreement, any such matters will be the subject of a separate, project-specific fee agreement.

This letter constitutes the written Fee Agreement ("Agreement") that will govern this representation. Enclosed herewith is our Firm's Standard Terms of Engagement for Legal Services, which is incorporated herewith and made part of this Agreement.

This Agreement will cover work that is in process under our existing Agreement dated June 14, 2024 and executed by SCUSD on July 7, 2024, that has not been completed as of the effective date of this Agreement, as well as additional work after the effective date of this Agreement.

Unless advised otherwise, we will communicate with you as the representative of the Client.



Chris Ralston Sacramento City Unified School District May 1, 2025 Page 2

Fees and Billing

It is our philosophy to provide quality legal services at a reasonable cost. Our current basic billing rates for our legal personnel range from \$125 to \$550 per hour. These rates are subject to change from time to time, and are generally adjusted effective January 1 of each year. I will be the attorney primarily responsible for this engagement, with assistance from my colleagues Jennifer L. Dauer and Nicholas B. Brummel. My current rate is \$550 per hour; Ms. Dauer's current standard rate is \$500 per hour; and Mr. Brummel's standard rate is \$340 per hour. For this matter, however, we are pleased to offer the discounted rate for public entities of \$330 per hour for each attorney. To the extent we need paralegal assistance for this engagement, their rates will be discounted to \$125 per hour. All work assignments will be made, where possible, in a way that maximizes our legal effectiveness and time efficiency and minimizes your legal expenses.

We typically charge our time in minimum units of 0.2 hours, and our billing statements will reflect the time spent on a per task basis. In addition to our fees for work performed, all outside vendor costs will be the responsibility of SCUSD payment. We will not incur costs associated with outside vendors without the approval of SCUSD. We will review invoices from outside vendors for accuracy and approval and then provided them to SCUSD for payment. If the invoices are in a minimal amount (typically less than \$500.00), payment may be advanced by our Firm. In that case, they will be carefully itemized on SCUSD's monthly statement from our Firm.

We will provide you with our monthly billing statements for fees and disbursements. If at any time you have questions concerning a billing statement, we will be pleased to discuss them with you. We also will provide any additional explanation of our work that you request. It is essential that you advise us promptly if you do have questions or concerns regarding billings so we may resolve them as quickly as possible. Our invoices are due upon receipt and we reserve the right, consistent with our ethical obligations, to withdraw from this representation should our invoices become delinquent. We also waive our normal requirement for an advance deposit for fees and the interest that we charge if bills are not paid on a 30 day turnaround.

Advance Deposit

We will waive our normal requirement for an advance fee deposit.

Termination

We look forward to a long and mutually beneficial working relationship with SCUSD. However, SCUSD has right to end our services at any time. If that should happen,



Chris Ralston Sacramento City Unified School District May 1, 2025 Page 3

SCUSD will be responsible for the payment of fees and costs accrued, but not yet paid, plus reasonable fees and costs in transferring the matter to you or new counsel. By the same token, we reserve the right to terminate our services upon written notice or in accordance with our attached Standard Terms. This could happen if our fees and costs are not paid as agreed, there is a failure to cooperate with us in this matter such that we hindered in our ability to provide our service, or if we determine we cannot continue to represent the City for ethical or practical concerns.

Client File

It is our practice to maintain files electronically rather than in hard (paper) copy unless you request, in writing during the representation, that we retain paper files. At the conclusion of our representation, we will retain client files electronically for five years, during which time you may request electronic copies of the files. Any paper files may be destroyed at the conclusion of the representation if SCUSD does not make a written request for the return of its files at or before that time.

Conflicts of Interest

An attorney-client relationship requires, of course, mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To assure mutuality of trust, we maintain a client index. The California Rules of Professional Conduct define whether a past or present relationship with any party prevents us from representing a new client. To assist us in complying with these rules, all persons and entities involved in this matter must be checked against our index to confirm there are no conflicts. Similarly, to guard against future conflicts, you will be included in our list of clients on the index.

We have checked the following names against our client index at this time. We request that you assist us in updating this list as you become aware of any changes required in the future.

Sacramento City Unified School District

Based on that check, we can represent SCUSD's interests in the matters described herein. For particular projects under this Master Agreement, we may need to update this list depending on whether there is another party involved. For example, in the case of a bid protest, we will need to check the names of the intended contract awardee and the protesting party against the names in our client index.



Chris Ralston Sacramento City Unified School District May 1, 2025 Page 4

<u>Agreement</u>

Although we have set forth the terms of our representation in the form of a letter, the Agreement set forth in this letter, including the enclosed Standard Terms, is a binding legal contract. If the Agreement meets with your approval, please acknowledge receipt and agreement with the terms contained in this letter by signing a copy and returning it to us. Please keep a copy for your records. Our receipt of a signed copy of this letter is required before we can proceed with any work after the effective date of this Agreement.

Please do not hesitate to contact me with any questions you may have. Again, we look forward to working with SCUSD.

Very truly yours,

DIEPENBROCK ELKIN Dauer McCandless LLP

Eileen M. Diepenbrock

Eilen M. Diepinbrick

Enclosures: Standard Terms and Conditions

ACCEPTANCE AND APPROVAL		
The undersigned has reviewed and understands the foregoing terms and conditions, and has the authority to so bind the party on behalf of whom this is signed.		
Dated:	Sacramento City Unified School District	
	By	
	Name:	
	Title:	



Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of engagement for Diepenbrock Elkin Dauer McCandless, a limited liability partnership, as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement to work with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

In determining the amount to be charged for the legal services we provide to you, we will consider:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly
- The fees customarily charged in the community for similar services and the value of the services to you
- The amount of money or value of property involved and the results obtained
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business
- The experience, reputations, and expertise of the lawyers performing the services
- The extent to which office procedures and systems have produced a high quality product efficiently.

Among these factors, the time and effort required are typically weighed most heavily. We will keep records of time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These lawyers are assigned both regular and specialty rates. Their time will be charged at a specialty rate when they provide services in their specialty areas.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we will, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement.

Out-of-Pocket Expenses

We typically incur, and pay on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are conference call fees; messenger, courier, express delivery charges and certain other postage; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements for direct billing have been made); and computerized research charges.. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will always be paid on a regular basis.

The firm routinely incurs matter specific out-of-pocket expenses for the benefit of clients and for which reimbursements will be charged. The firm's out-of-pocket expense rates may be adjusted from time to time to reflect matter specific changes in cost levels experienced.

Photocopy Costs: Photocopies are billed to clients at the rate of \$0.20 per page.

Telephone Costs: Conference call costs are billed to clients at the rate specified by the conference call provider.

Legal Research Costs: Legal research charges billed to clients vary with the type of database accessed and the time required. The firm's rates are set to allow it to recover the costs of providing this service to clients, and generally include tolls, taxes, database access charges and certain other costs incidental to collecting and processing legal research cost information.

Postage/Delivery Service Costs: Postage and delivery service, for other than regular letter correspondence, are billed to clients at the rates charged by the various carriers.

Outside Messenger Costs: Outside messenger services utilized are billed to clients at the rates charged by the messenger services.

Advance Fee and Trust Agreements

New clients of the firm are commonly asked to deposit an advance fee with the firm. Unless other arrangements are specified by your principal attorney contact, the advance fee deposit is held pending completion of the matter. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the advance fee deposit provides insufficient funds to cover current expenses and fees, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including advance fees, will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated

account. By law, interest earned on the pooled account is payable to a charitable foundation established by the State Supreme Court. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to the case will be retained. Your termination of our services will not alter your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the State Code of Professional Responsibility, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. Client acknowledges and agrees that should client fail to pay our fees and costs when due, the firm shall be entitled to withdraw from the representation pursuant to the Code of Professional Responsibility, and that client further agrees not to contest such withdrawal. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Errors and Omissions Insurance

This law firm maintains errors and omissions insurance coverage applicable to professional services.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days of receiving our statement. Unpaid fees and disbursements accrue interest at the rate (non-compounded) of 0.833 percent per month (10% per annum) from the beginning of the month in which they become overdue. (Where fees and disbursements are regularly paid out of an advance fee deposit, no interest will be charged.)

We will give you prompt notice if your account becomes delinquent. You agree to bring the account or the advance fee deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

File Retention

Unless we are authorized by you to release the file (including your papers and property) in this matter to you or to destroy it sooner, your file shall be retained by this firm for five years following the date the matter is closed (unless our client in this matter is a minor, in which case the file shall be retained for five years past the closing date or until our client reaches majority, whichever is longer). Following the retention of your file for this period of time, we will notify you of our intention to destroy the file unless we receive instructions from you to forward the file to you. We will, of course, see that any destruction of the file is accomplished by suitable means, to assure against the disclosure of any client confidences or secrets that are in the file.

Your Right to Arbitrate

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the State Bar Association, and we agree to participate fully in that process.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sacramento City Unified School District ("Client") and the law firm of Fagen Friedman & Fulfrost LLP (F3 Law) ("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 July 1, 2025:

- 1. <u>CONDITIONS</u>. 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. <u>SCOPE OF SERVICES</u>. 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. <u>CLIENT'S DUTIES.</u> 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. <u>CONSULTANT SERVICES</u>. 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. <u>EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING</u>. Attorney will protect Client data in a manner that is compliant with state and federal law. 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. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.
- 6. <u>LEGAL FEES AND BILLING PRACTICES</u>. 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. <u>COSTS AND OTHER CHARGES.</u> (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.
- (d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.
- 8. <u>BILLING STATEMENTS.</u> 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. <u>CLIENT APPROVAL NECESSARY FOR SETTLEMENT</u>

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

- 10. <u>DISCHARGE AND WITHDRAWAL.</u> 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.
- 11. <u>DISCLAIMER OF GUARANTEE AND ESTIMATES</u>. 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.
- 12. <u>ENTIRE AGREEMENT</u>. 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.
- 13. <u>MODIFICATION BY SUBSEQUENT AGREEMENT.</u> 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.
- 14. <u>SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.</u> 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.

15. <u>MEDIATION CLAUSE</u>. 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.

16. <u>EFFECTIVE DATE</u>. 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
	Namiks: Bon.
District Authorized Signature	Signature
DATE:	DATE: May 19, 2025

PROFESSIONAL RATE SCHEDULE

Sacramento City Unified School District July 1, 2025

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$295 - \$325 per hour
Partner	\$360 - \$395 per hour
Senior Partner*	\$420 per hour
Senior Counsel/Of-Counsel	\$375 - \$395 per hour
Paralegal	\$205 - \$290 per hour
Law Clerk	\$290 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$295 per hour
Communications Services Consultant	\$315 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

^{*}Equity Partner or 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. <u>ON-SITE LEGAL SERVICES</u>

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. <u>COSTS AND EXPENSES</u>

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.



Karen M. Rezendes Attorney at Law

E-mail: krezendes@lozanosmith.com

April 14, 2025

Janea Marking
Chief Business & Operations Officer
Sacramento City Unified School District
P.O. Box 246870
Sacramento, CA 95824-4528

Re: 2025-2026 Agreement Renewal

Dear Ms. Marking:

On behalf of Lozano Smith, thank you for your dedication to supporting students and our school communities. We deeply value the trust you have placed in us during this school year.

With the new 2025-2026 school year quickly approaching, we look forward to continuing our partnership and ensuring your team receives unparalleled legal counsel. To support your future planning, we have included an overview of the legal services agreement renewal process and an update regarding leadership coaching and consulting services.

Billing Practices

- Our industry-leading practice, designed to save costs for clients, will remain at the 1/10 (.10) of an hour increment.
- There are no required minimum billing periods for phone calls or email correspondences. We will bill actual time spent.
- We provide a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Based on an annual review, we adjust legal staff rates to reflect updated tiered status levels for all attorneys based upon their years of experience.

Through these practices and other cost-saving measures, your legal team remains dedicated to delivering the highest quality service in a timely and client-centered manner.

Leadership Coaching and Consulting

New this year, Lozano Smith is pleased to offer clients up to five (5) hours of complimentary consulting time through our Concierge Consulting Services (CCS) program. These hours can be used for leadership coaching, mentoring, or strategic planning support provided by an experienced CCS Consultant. General information regarding CCS can be found at ccs.lozanosmith.com. We encourage you to contact your Lozano Smith attorney to implement these services.

Cost-Preventive Resources

We invite you to explore our client resource center at <u>LozanoSmith.com/clientresources</u> throughout the year. Here, your team can access a variety of publications, handbooks, and podcasts focused on the key legal issues shaping California's public education agencies.

Agreements

Enclosed, you will find two agreements for legal services for the 2025-2026 school year. Once your Board approves the renewal agreement, please retain one original and sign and return the other to us in the enclosed, self-addressed envelope.

Thank you again for the opportunity to serve as your legal partner. Please let us know if we can answer any questions related to the 2025-2026 legal services agreement. We look forward to supporting your continued success in the year ahead.

Sincerely,

LOZANO SMITH

Karen M. Rezendes Managing Partner

Yaren M Sourcles

KMR/em



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is effective July 1, 2025 ("Effective Date"), between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

- 1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
- 2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
- 3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.
- 4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
- 5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

- 6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
- 7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

- a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.
- b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.
- c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

- 9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.
- 10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

- Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
- b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).
- c. <u>Binding Arbitration</u>. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

- d. <u>Effect of Termination</u>. The terms and conditions of this section shall survive the termination of the Agreement.
- 12. ENTIRE AGREEMENT. This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.
- 13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

- 14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
- 15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.
- 16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.
- 17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Sacramento City Unified School District	Lozano Smith, LLP
BY (Authorized Signature)	BY (Authorized Signature) Karen M Popules
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/11/2025



PROFESSIONAL RATE SCHEDULE FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel \$ 350 - \$ 410 per hour Associate \$ 275 - \$ 340 per hour Paralegal/ Law Clerk \$ 225 - \$ 300 per hour Consultant \$ 125 - \$ 395 per hour

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal/ Law Clerk	\$ 225 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	\$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

LEADERSHIP COACHING AND CONSULTING

As part of Lozano Smith's Concierge Consulting Services (CCS), clients have the option of receiving up to five (5) hours of complimentary services which can be utilized each fiscal year. These services may include coaching, mentoring, or strategic planning guidance from a CCS Consultant.

^{*} Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1q

Meeting Date: June 5, 2025		
Subject: Approve Expanded Learning Opportunities Program Plan		
☐ Information Item Only ☒ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing		
<u>Division</u> : Youth Development Support Services		
Recommendation : Requesting approval of the Expanded Learning Opportunities Program (FLO-P) Plan		

<u>Background/Rationale</u>: The Expanded Learning Opportunities Program provides funding for before school, after school, intersessions and summer school enrichment programs for transitional kinder (TK) through 12th grade students depending on how SCUSD is applying the funding. This funding was initiated in 2021-22 school year.

<u>Financial Considerations</u>: The SCUSD is a Tier II LEA for 2024-25, however, this status may change in 2025-2026. In Governor's May Revise, the Tier I eligibility threshold is reduced from 75% to 55% unduplicated pupil percentage. The current funding rate for SCUSD is \$1,580 per unduplicated student.

As a Tier II LEA, SCUSD is required to offer/access services to all TK-6 unduplicated pupils. Students experiencing homelessness, though not counted as unduplicated pupils, qualify for free/reduced price meals, must be prioritized for ELO-P services.

<u>LCAP Goal(s)</u>: Provide every student the specific academic, behavioral, socialemotional, 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.

<u>Documents Attached:</u> ELO-P Plan Executive Summary

Estimated Time of Presentation: N/A

Submitted by: Manpreet Kaur, Director III Youth Development

Support Services

Approved by: Lisa Allen, Superintendent

Board of Education Executive Summary

Youth Development Support Services

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I. OVERVIEW / HISTORY

Expanded Learning Opportunities Program (ELO-P) is the result of Assembly Bill (AB) 130, which was amended later with AB 167. The funding was initiated during summer 2021. The intent of Expanded Learning Opportunities Program is that all LEAs (Local Education Agencies) offer all unduplicated pupils (UPs) in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities (California Education Code Section 46120). Funding prioritizes TK-6 unduplicated pupils under Tier II or all TK-6 Pupils under Tier I. All funds are distributed at the LEA level, with priority given to sites in the lowest-income communities, while maximizing access across the LEA.

"Expanded learning" means before school, after school, summer, or intersession (winter break, spring break) learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. All Expanded Learning Programs must be offered in person. The students to staff ratio is 10:1 in TK/Kinder and 20:1 in grades 1-6. The mixed TK/K groups must follow TK/K ratio.

It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The ELO-P is a mechanism to ensure that students receive programming on all school days with specifically no less than nine hours per day of programming in combination with regular school day instructional minutes, recess, meals, and nine hours during 30 intersession days. During program times, ELOP must include some form of educational and literacy (e.g. language arts, math, history/social science, computer training, science), academic enrichment (e.g. fine arts, CTE, recreation, physical fitness) and snack/meals. Expanded Learning does not mean an extension of instructional time, but rather opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. ELO-P are held to the same CDE expanded learning operational guidelines and standards as After School Education and Safety (ASES) program.

Currently SCUSD is a Tier II rate LEA, however, this status may change in 2025-26. The May Revise includes a proposal to reduce the Tier I eligibility threshold from 75% to 55% unduplicated pupil percentage. The current funding rate for Tier II LEAs is \$1,580 per unduplicated pupil and \$2,500 per unduplicated pupil under Tier 1. Students experiencing homelessness, though not counted as Unduplicated, qualify for free/reduced-price meals and must be prioritized for ELO-P services.

Starting 2025-26 school year, LEAs can implement attendance recovery programs during Expanded Learning. In order to recover ADA (Average Daily Attendance), students must be overseen by certificated staff. This program is optional for students and must be offered at sites

Board of Education Executive Summary

Youth Development Support Services

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with full ELO-P elements. Students should receive substantially equivalent to instructional day standards-aligned instruction. The program is audit-compliant and all documentation will be required.

The ELO-P plan must be approved by the Board and posted within 30 days. The plan needs to be reviewed annually and taken back to the Board if substantive changes are made.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item<u># 8.1r</u>

Meeting Date: June 5, 2025
<u>Subject</u> : Approve Staff Recommendation for Expulsions # 24 of the 2024-25 school year
☐ Information Item Only ☑ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Deputy Superintendent's Office; Student Hearing and Placement Department
Recommendation: Approve staff recommendation for Expulsion # 24 of the 2024-25 school year.
Background/Rationale: N/A
Financial Considerations: N/A
LCAP Goal(s): College and Career Ready Students
<u>Documents Attached:</u> N/A
Estimated Time of Presentation: N/A
Submitted by: David Van Natten, Director, Student Hearing and Placement
Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1s

Meeting Date: June 5, 2025
Subject: Approve Staff Recommendation for Expulsion Readmissions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of the 2024-25 school year
 ☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Deputy Superintendent's Office; Student Hearing and Placement Department
Recommendation: Approve staff recommendation for Expulsion Readmissions 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of the 2024-25 school year
Background/Rationale: N/A
Financial Considerations: N/A
LCAP Goal(s): College and Career Ready Students
Documents Attached: N/A
Fating start Time of Dung and sting N/A
Estimated Time of Presentation: N/A
Submitted by: David Van Natten, Director, Student Hearing and Placement
Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1t

Meeting Date: June 5, 2025		
Subject: Approve Job Descriptions		
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated: ☐ Conference/Action ☐ Action ☐ Public Hearing)	
<u>Division</u> : Human Resources Services		
Recommendation: The recommendation is to approve new and/o	r revised	job descriptions.
Background/Rationale: The District has a need to ensure that jo or new job descriptions created in order to meet evolving needs. As updated process, moving forward, job descriptions will be brought timplementation.	s a remino	der, as part of an
<u>Financial Considerations</u> : The job descriptions below have been internal District process that includes approval by Business Service Process, Cabinet, and Human Resources.		•
LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Outcomes.	Welcomir	ng Safety
Documents Attached: Job Descriptions:		
New Job Descriptions as of 6/5/2025: Coordinator II, Family and Community Empowerment	Family a	and Community ment
Revised Job Descriptions as of 6/5/2025: Director III, Strategy and Innovation	Strategy	and Innovation Office
Estimated Time of Presentation: N/A		
Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiate	or	
Approved by: Lisa Allen, Superintendent		

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Position Description

TITLE: Family and Community CLASSIFICATION: Non-Represented

Empowerment

Management, Classified

SERIES: Coordinator II FLSA: Exempt

JOB CLASS CODE: TBD WORK YEAR: 12 Months

DEPARTMENT: Family and Community SALARY: Range 11

Engagement

Salary Schedule A

REPORTS TO: Assigned Supervisor **CABINET**

APPROVAL: TBD
HR APPROVAL: TBD
BOARD APPROVAL: TBD

BASIC FUNCTION:

Supervise, plan, organize, coordinate and provide technical support in the development of welcoming school environments that encourage parent, family, and community involvement in education; assist in the coordination of district and school site parent/family resource centers and district parent/family engagement events and conferences; supervise, train, mentor, evaluate, and direct the performance of assigned classified Family and Community Empowerment (FACE) staff.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

Oversee the Family and Community Empowerment (FACE) Department's programs and services. E

Provide guidance, support and coaching for District staff focused on family and community engagement. E

Work with District families and student engagement staff to identify and promote effective strategies for engaging families and students, and providing opportunities to share and help replicate promising practices across the District. **E**

Provide opportunities to partner with all families and the community in ways that support both the academic success and the social/emotional wellness of every student. E

Collaborate with and provide consultation and coaching to District and site leadership to coordinate family and community engagement activities and programs, resolve issues, and exchange information and develop the shared ownership of family and community engagement across District stakeholders. **E**

Organize, participate in, and conduct family involvement programs focused on building capacity and empowering parents to navigate the educational systems and support their students. E

Coordinate and facilitate learning opportunities for parents and staff on issues related, but not limited to parent involvement, school site council, community support services, and academic supports for students. **E**

Develop collaborative relationships with schools, businesses, and community partners through formal written agreements, regular meetings, and ongoing communication. $\bf E$

Serve as a communication liaison between the District and parents in the development of the district parent involvement policy. E

Secure, monitor, and coordinate grants and additional resources designed to improve parent involvement at the school site and provide fiscal oversight of grants and federal funds. E

Train, supervise, and evaluate the performance of assigned classified and certificated personnel; interview and select employees and recommend transfers, reassignment, termination, and disciplinary actions as warranted. **E**

Develop and facilitate District-wide training that focuses on building relationships with parents, community stakeholders, administrators, teachers and classified staff to build collaborative relationships with different communities and ensure understanding of cultural and economic differences; provide educational workshops and training to support staff to enable them to better engage families and support the District's goals. E

Assist with coordinating policies and procedures designed to promote and maintain collaborative relationships and understanding between the school, districts, parents and the community. E

Assist in the development of strategies, tools, and professional development for effectively engaging families and students in grades PreK-12. E

Manage the design and provide oversight for the implementation of all initiatives and programs under the Family and Community Empowerment department, working with school leaders, department directors and Superintendent's Cabinet to ensure adherence to expectations and benchmarks, providing targeted technical assistance and problem-solving support to recipient schools and principals. E

Build strong relationships with external partners and organizations that support family and student engagement efforts of the District. **E**

Plan, organize, supervise, and evaluate the operation of family and community engagement programs, committees, and services; assure program compliance with District, state, and federal laws, rules, and regulations; monitor, assess, and evaluate program effectiveness, modifying programs as necessary. **E**

Ensure department goals and programs align with the District's mission, vision, frameworks and guiding documents. **E**

Direct and manage fiscal operations of the Family and Community Empowerment department; assure funding from state, federal, and private sources, as appropriate; serve as a liaison between funding agencies and the District; prepare grants and funding applications, as appropriate. E

Work closely with the Office of State and Federal Programs to ensure federal compliance. E

Develop and prepare annual budgets for the department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established programmatic and fiscal source guidelines and requirements. E

Engage in research and professional learning and development to maintain access to the latest professional information on transformative leadership for family and community engagement in school systems; communicate findings to appropriate educational partners on a regular basis; seek out and maintain collaborative partnerships with family and community engagement experts in higher education, professional organizations, and community institutions. E

Develop comprehensive professional learning plans for addressing family and community engagement. E

Monitor and evaluate progress on all initiatives and programs. E

Attend and conduct a variety of meetings, conferences and events as assigned. E

Perform related duties as assigned.

TRAINING, EDUCATION, AND EXPERIENCE:

Master's degree or higher from an accredited college or university, preferably in educational leadership or related field, and five years increasingly responsible experience in Family and Community engagement or community service.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; provide personal automobile and proof of insurance. Must be willing to work flexible hours when needed.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Local community groups, partners, businesses, and resources.
- Effective school-to-home and home-to-school communications practices.
- School, family, and community partnerships.
- Oral and written communication skills.
- Strategies for parent engagement.
- Diverse academic, socioeconomic, cultural, and ethnic backgrounds of students and families.
- Applicable sections of the State Education Code, other laws, rules, and regulations related to assigned activities.
- District organization, operations, policies, and objectives.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Presentation, communication, public speaking and facilitation techniques to promote collaboration.
- Interpersonal skills using tact, patience, and courtesy.
- Operation of a computer, related software, and standard office equipment.
- Principles and practices of effective supervision.
- Health and safety regulations.
- Meet schedules and timelines.

ABILITY TO:

- Interact with agencies, organizations, community groups, partners, and businesses.
- Understand class and cultural backgrounds of families.
- Think and act in ways that respect ethnic, cultural, and language diversity.
- Advocate for children and parents; mobilize and motivate others.
- Research, analyze, compile, verify data, and prepare presentations and reports.
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.
- Supervise, train, mentor, evaluate, and direct the performance of assigned staff.
- Work with school improvement initiatives that close student achievement gaps between racial, ethnic, and economic groups by working with all of the diverse communities.
- Operate a computer and related software to enter data, maintain records, and generate reports.
- Communicate successfully, both orally and in writing, with teachers, families, administrators, and students.

- Analyze situations accurately, and adopt an effective course of action.
- Work independently with little direction, and meet schedules and timelines.
- Compose correspondence, conduct trainings, and presentations independently.
- Lift light objects according to safety regulations.
- Meet state and district standards of professional conduct as outlined in Board Policy.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Office and school environment; drive a vehicle to conduct work.

SAMPLE PHYSICAL ABILITIES:

Communicate to make presentations, and exchange information in person and on the telephone; operate a computer keyboard and other office equipment; ability to observe details at close range to prepare documents, reports, and computer monitor; stationary position for extended periods of time; ability to retrieve and store files. .

SAMPLE HAZARDS:

Occasional contact with dissatisfied individuals.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Position Description

TITLE: Director, Strategy and CLASSIFICATION: Non-Represented Manage-

Innovation

ment, Certificated

SERIES: Director III FLSA: Exempt

JOB CLASS CODE: 9713 WORK YEAR: 12 Months

DEPARTMENT: Strategy and Innovation Office **SALARY:** Range 19

Salary Schedule A

REPORTS TO: Chief Strategy Officer **HR REVISION:** TBD, 07-06-16

BOAD APPROVAL: TBD

BASIC FUNCTION:

Plan, organize, control, and administer all functions of the Strategy and Innovation Office. The Director of Strategy and Innovation assists the Chief Strategy Officer as the accountability leader for the district, and oversees the implementation of federal, state, and district accountability requirements related to student achievement and educational planning. The Director of Strategy and Innovation oversees internal/external research and program evaluation, and data analysis and reporting. The Director of Strategy and Innovation assists the Chief Strategy Officer in creating, implementing, coordinating, and communicating strategic initiatives that support the mission and vision of the school district and directs the development of innovative programs and initiatives throughout the district. In addition, the director prepares, directs, and aligns the implementation of the district strategic plan by ensuring procedures within departments and divisions of the district embody measures to bring the district's vision and goals to fruition.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

Design, implement, and drive district-wide implementation of the district's strategic plan and other innovative programs and initiatives. E

Manage the district's performance management initiative at multiple organizational levels, including oversight of development of dashboards and scorecards for ongoing performance monitoring and learning. E

Direct the administration and/or scoring of national, state, district, and voluntary assessments, ensuring requirements associated with test administration, timelines, and reporting are met; direct development and administration of district assessments and related training activities. **E**

Coordinate the administration and implementation of district, state, and federal planning and accountability requirements, including all federal and state accountability measures, goal- and target-setting processes, and the development of school site plans. **E**

Lead district-wide strategic planning, development, and evaluation with all district leaders and enable them to make effective evidence-based decisions. E

Provide leadership to all personnel in the areas of assessment, performance management, accountability, and school improvement to ensure that all areas are coordinated to meet district goals. E

Establish systems and processes to promote and support a culture of data-driven decision making. E

Serve as a resource and liaison for the Board of Education, district leadership, school and district staff, district advisory committees, parent and community groups, and state and federal agencies on issues related to student achievement; district, state, and federal planning and accountability; assessment, research and evaluation; standards-based reform; and associated legislation/mandates. **E**

Direct data analysis and reporting activities associated with federal, state, county, and district mandates. Direct school-level data reporting and monitoring requirements, including development of customized reporting instruments; direct specialized data analyses to inform district practice, and monitor school achievement and progress (including charter schools and district pilots). E

Represent the district at local, state, federal, and national meetings and other activities; remain current on applicable federal, state, and district laws, rules, regulations, and procedures affecting programs under the supervision of the division; review federal and state legislation and policy in order to make recommendations regarding the district's position. **E**

Oversee and ensure, with the State and Federal Programs department, the completion and review of federal and state accountability plans, including but not limited to the Local Control and Accountability Plan (LCAP). Oversee and ensure the completion and review of Single Plans for Student Achievement. **E**

Lead and work with school improvement initiatives that close student achievement gaps between racial, ethnic, and economic groups by working with all of the diverse communities. E

Direct and lead a diverse team of professionals; prepare and deliver leadership training for direct reports. E

Compile information, and prepare and disseminate a variety of informational reports, concepts and policy papers, status reports, studies, brochures, and material for the Board of Education, district staff, parents, and other groups in the areas of division responsibility; prepare and submit applications, contracts, and reports to funding agencies; operate a computer to input data and generate reports. **E**

Develop and prepare the department's annual budget; ensure accuracy and clarity; analyze and review budgetary and financial data; monitor and authorize expenditures in accordance with established guidelines; provide direction for the monitoring of all general and categorically funded programs to assure compliance with applicable state and federal laws and regulations. **E**

Direct, supervise, evaluate, and hold accountable the performance and professionalism of assigned staff; interview and select employees, and recommend transfers, reassignments, terminations, and disciplinary actions; plan, coordinate, and arrange for appropriate training of assigned staff. E

Communicate and collaborate with other administrators, personnel, and outside organizations to develop, implement, and coordinate activities and programs, resolve issues and conflicts, and exchange information; develop policies and procedures to encourage effective and efficient management controls; model district standards of ethics and professionalism. E

Perform related duties consistent with the scope and intent of the position. E

TRAINING, EDUCATION, AND EXPERIENCE:

Minimum of a bachelor's degree in a field related to educational research, program evaluation, measurement, and statistics, social science, or other appropriate field. A minimum of 5 years of progressively responsible experience in education or a related profession, and a minimum of 5 years' experience in an educational institution or setting, including substantial leadership and management experience related to one or more of the following: educational assessment and accountability, academic standards, performance metrics, strategic planning, school planning, program evaluation, data analysis and reporting, categorical programs, or large-scale data systems.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; provide personal automobile and proof of insurance; valid teaching credential and Administrative Services Credential preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:

KNOWLEDGE OF:

- Local Control Funding Formula (LCFF)
- Local Control and Accountability Plan
- Every Student Succeeds Act / Elementary and Secondary Education Act of 1965 Performance Management Balanced Accountability Framework.
- State frameworks, curriculum, instruction, assessment, and academic initiatives.
- Current state and federal laws, codes, regulations, guidelines, policies, and procedures applicable to planning, assessment, educational accountability, and categorical programs.
- National, state, and district educational goals and standards.
- Educational Assessment, Research, and Evaluation (AR&E) and Program Evaluation, especially measurement theory, statistics, computer systems, research design, and evaluation theory.
- Principles of educational reform, research and evaluation program monitoring, data analysis, and reporting.
- Principal networks, school district organization, operations, educational initiatives, policies and objectives.
- Educational administration, performance and project management, resource alignment, and strategic planning goals.
- District policies related to standards, assessment, accountability, planning, promotion/retention, curriculum and instruction, data access and confidentiality, and related areas.
- Cultural, educational, and social needs of ethnically and economically diverse families.
- Research methods, report writing, and presentation.
- Budget preparation and control.
- Effective management principles, practices, and supervision techniques. Evaluation approaches, strategies, and techniques.

ABILITY TO:

- Provide data and interpretation to support decisions related to the improvement of instructional and operational programs. Analyze problems, make decisions, and be responsible for those decisions.
- Deliver high quality and high-efficacy services.
- Effectively interpret educational and financial data.
- Keep current about related educational research, innovations, and trends, as well as applicable federal, state, and district laws, rules, regulations, and procedures.
- Establish and maintain effective working relationships with others. Prepare and deliver effective presentations to diverse audiences.
- Exhibit and model positive interpersonal skills using tact, patience, and courtesy.
- Communicate effectively, both orally and in writing.
- Exercise effective decision-making and problem-solving.
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.
- Plan, prioritize, and manage programs, projects, and budgets to meet timelines and utilize resources effectively. Prepare comprehensive narrative and statistical reports.
- Supervise and evaluate the performance of assigned staff. Operate a computer and related software.
- Meet state and district standards of professional conduct as outlined in Board Policy.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:

Office environment; short timelines, frequently changing assignments, and priorities; drive a vehicle to conduct work.

SAMPLE PHYSICAL ABILITIES:

Hear and speak to make presentations, and exchange information in person and on the telephone; dexterity of hands and fingers to operate a computer keyboard; see to read, prepare documents and reports, and view a computer monitor; sit or stand for extended periods of time; bend at the waist, reach overhead, above the shoulders, and horizontally to retrieve and store files; lift light objects.

HEALTH BENEFITS: District pays a portion of the employee's health benefits through District-offered plans.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1u

Meeting Date: June 5, 2025
Subject: Approve Salary Schedules
 ☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Human Resources Services
Recommendation : Approve 2024/2025 Salary Schedule, updated June 5, 2025: Non Represented Management
Background/Rationale : The District has a need to ensure salary schedules are updated, as needed, to align with job descriptions in order to meet evolving needs. Given the creation of additional job descriptions, the associated salary schedule has been updated to include these new and/or revised positions.
Financial Considerations: N/A
<u>LCAP Goal(s)</u> : Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.
Documents Attached: Salary Schedules: Non-Represented Management
Estimated Time of Presentation: N/A
Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator
Approved by: Lisa Allen, Superintendent



Non-Represented Management

Annual Rate Salary Schedule A 2024-25 School Year

(Effective July 1, 2024)

Job Class Code and Classification Title	CE CL	Range	Cal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Chief		27	X	\$161,909	\$169,327	\$177,112	\$185,288	\$193,877	\$202,885
9861 Deputy Chief of Academics	СЕ								
Assistant Superintendent		24	X	\$151,322	\$158,212	\$165,439	\$173,024	\$180,998	\$189,368
9768 Business Services	CL								
1939 Curriculum and Instruction	CE								
9869 Early Learning and Care	CE								
9770 Facility Support Services	CL								
9884 Human Resources 9733 Instructional Assistant Superintendent	CL CE								
9885 Labor Relations	CL								
9779 Special Education, Innovation, and Learning	CE								
9730 Student Support Services	CE								
Executive Director		23	X	\$150,296	\$154,672	\$161,730	\$169,143	\$176,919	\$185,079
9860 LCAP (Local Control Accountability Plan)	CL								
9792 Nutrition Services, Central Kitchen and Distribution Services	CL								
9915 Office of Safe Schools	CL								
9842 Student Support and Health Services	CE								

Job Class Code and Classification Title	CE CL	Range	Cal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director III		19	X	\$135,327	\$141,406	\$147,799	\$154,511	\$161,564	\$168,954
9782 Accounting Services	CL								
6024 Adult Education	CL								
4912 Budget Services	CL								
1919 Child Development	CE								
4936 Enrollment Center	CL								
9772 Facilities Management,	CL								
Maintenance and Operations and Resource Management									
9728 Guidance & Counseling	CE								
9777 Multilingual Education, Teaching and Learning	CE								
9835 Multi-Tiered Systems of Support (MTSS)	СЕ								
9839 Professional Learning, Educator & Leadership Development	CE								
9897 Professional Learning, Culture, Climate	CE								
9837 Professional Learning,	CE								
9838 Professional Learning, Mathematics & Sciences	CE								
9734 Special Education Local Plan Area (SELPA)	CE								
9824 State and Federal Programs	CE								
9713 Strategy and Innovation	CE								
9847 Student and Data Systems	CL								
6030 Student Services/Alternative Education	CE								
9855 Summer School & Extended Learning Opportunities									
0214 Youth Development	CE								
Director II		17	X	\$129,458	\$135,246	\$141,336	\$147,728	\$154,424	\$161,468
9816 Constituent Services	CL								
5057 Employee Relations	CL								
9900 Facilities Design and Construction	CL								

Job Class Code and Classification Title	CE CL	Range	Cal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director II (Continued)		17	X	\$129,458	\$135,246	\$141,336	\$147,728	\$154,424	\$161,468
0204 Human Resource Services	CL								
9891 Payroll Operations	CL								
9901 Planning and Property Management	CL								
9840 Risk Management and Employee Benefits	CL								
9834 Talent Management	CL								
Director I		15	X	\$123,873	\$129,391	\$135,179	\$141,261	\$147,643	\$154,353
9832 Attendance and	CL								
Engagement 9787 Transportation Services	CL								
Coordinator*/ Manager III**		13	X	\$118,555	\$123,817	\$129,318	\$135,104	\$141,189	\$147,567
9814 Assistant In-House Council	CL								
6015 Adult Education* 9895 Business Systems	CE								
Administrator*	CI								
1972 Database Administrator*	CL CL								
9850 Facilities Maintenance**	CL								
9927 Family and Community Empowerment	CL								
9903 Project Manager, Facilities Design and Construction**	CL								
9863 Position Control System**	CL								
0104 Youth Development*	CL								
Coordinator* / Manager II**		11	X	\$113,503	\$118,496	\$123,747	\$129,250	\$135,036	\$141,109
9874 Accounting Services**	CL								
9775 Assistant Director, Nutrition Services	CL								
9798 Board Certified Behavior Analyst (BCBA)	CL								
9813 Budget Services**	CL								
9823 College and Career Experience*	CL								
0424 Communications Officer** 9736 Community Engagement**	CL CL								
1984 District Operations and Security Services**	CL								

Job Class Code and Classification Title	CE CL	Range	Cal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Coordinator* / Manager II** (Continued)		11	X	\$113,503	\$118,496	\$123,747	\$129,250	\$135,036	\$141,109
1906 Environmental Sustainability	CL								
9846 Facilities Planning**	CL								
1964 Grant Writer*	CL								
1978 Health Services*	CL								
9851 Human Resource Services, Change Management*	CL								
9887 Internal Auditor*	CL								
9708 K-12 Project Manager**	CL								
9765 Nutrition Program**	CL								
1955 Purchasing Services**	CL								
9751 Research and Data*	CL								
9876 Risk Management & Employee Benefits	CL								
6044 Student Information	CL								
Systems	CL								
1986 Work-Based Learning	CL								
Coordinator* / Manager I**		9	X	\$108,685	\$113,440	\$118,438	\$123,679	\$129,182	\$134,965
9764 Central Kitchen**	CL								
9766 Nutrition Services	CL								
Procurement &	02								
Warehouse**									
9833 Safety Intervention and	CL								
Response									
9865 Title IX*	CL								
Coordinator* / Manager I**		9	TNR	\$107,527	\$112,202	\$117,119	\$122,255	\$127,659	\$133,340
0122 Learning Support Services*	CL								
9769 Mental Health*	CL								
Specialist III		7	X	\$104,106	\$108,629	\$113,377	\$118,377	\$123,612	\$129,115
9712 Attendance and Enrollment	CL								
9914 Enrollment TK AFS	CL								
9892 Cyber Security	CL								
1937 Youth Development	CL								

Specialist II		5	X	\$99,745	\$104,059	\$108,573	\$113,331	\$118,310	\$123,552
5244 Bullying Prevention	CL								
Job Class Code and Classification Title	CE CL	Range	Cal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Specialist II (Continued)		5	X	\$99,745	\$104,059	\$108,573	\$113,331	\$118,310	\$123,552
9748 District Facility Operations	CL								
9831 District Grounds Maintenance	CL								
Specialist II (Continued)		5	TNR	\$98,747	102,983	107,415	\$112,086	\$116,983	\$122,123
9811 Mental Health 1974 Student, Support Services (Either 5A/5T)	CL CL								
Specialist I		3	X	\$95,589	\$99,695	\$103,995	\$108,517	\$113,267	\$118,252
9785 Marketing and Graphic Design	CL								

CE = Certificated; CL = Classified; Cal = Calendar

The annual salaries shown above are derived by multiplying the number of days of required service in a given year (exclusive of legal and Board-granted holidays and vacation) by the daily rates shown in the following table.

SBE (School Board of Education) Waiver Days: TNR calendar has 8 additional work days (SBE Waiver Days) for the 2024-25 and 2025-26 School years.

The number of required days of service for each are as follows:

Calendar	# of Work Days	Salary Schedule
TNR	219 (211 + 8 SBE Waiver Days)	A5
X	239	A-Annual

Longevity Increments: Effective July 1, 2023, Longevity steps are paid as follows:

- 10 years 2% of employee's base salary
- 14 years 4% of employee's base salary
- 17 years 6% of employee's base salary
- 20 years 8% of employee's base salary
- 25 years 10% of employee's base salary

An annual stipend of \$1,745 is added for the earned doctorate and is prorated if for less than a full year which will end on 2/28/2018 Effective 3/1/2018, the earned doctorate annual stipend will increase to \$3,000 and is prorated for less than a full year.	3.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: June 5, 2025									
Subject: LGBTQ+ Pride Month Celebration									
 ☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing 									
<u>Division</u> : Board Office									
Recommendation: Recognize LGBTQ+ Pride Month									
Background/Rationale: The district is committed to promoting a safe, inclusive, and respectful community for all of our students and staff, including the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) community or those that may be perceived as such. The month of June is an opportunity to highlight the identities and contributions of the LGBTQ+ community as well as combat bullying and harassment based on sexual orientation and gender expression to promote and foster a safe and respectful culture within the District.									
Financial Considerations: N/A									
LCAP Goal: Family and Community Empowerment; Safe, Emotionally Healthy, and Engaged Students									
<u>Documents Attached:</u> N/A									
Estimated Time of Presentation: 5 minutes									
Submitted by: Jasjit Singh, Board President									
Approved by: Lisa Allen, Superintendent									



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 10.2

Meeting Date: June 5, 2025
Subject: Annual Student Advisory Council Presentation
 ☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Youth Development Support Services
Recommendation : The SAC recommends that their policy initiatives and recommendations be taken into consideration by SCUSD leadership in the 2025-26 school year.
Background/Rationale: The Student Advisory Council is a youth led organization comprised of high school students from across SCUSD. Each year, these students learn about data and evaluation strategies, policy advocacy, and grass roots youth organizing. As part of their culminating project, students present their initiatives to the SCUSD Board of Education. The 24-25 Student Advisory Council has multiple policy recommendations ranging from gender neutral restroom accessibility, vape/e-cigarette use, mental health, undocumented student support, and environmental sustainability.
Financial Considerations: N/A
LCAP Goal(s): Youth Voice
Documents Attached: N/A
Estimated Time of Presentation: 15 minutes

Submitted by: Manpreet Kaur and the Student Advisory Council

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: June 5, 2025
Subject: BPSB Action Plan Quarterly Update
 ☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Academic Office
Recommendation: Information item:

Background/Rationale: The Sacramento City Unified School District (SCUSD) and Black Parallel School Board (BPSB) Action Plan was developed in response to ongoing challenges in promoting and providing equitable, inclusive, and effective educational environments for all students, particularly Black students and those with special needs. Rooted in the district's commitment to diversity, equity, and inclusion, the BPSB Action Plan seeks to dismantle racist and ableist barriers that hinder student access to quality education, address gaps in the current special education service delivery, and ensure compliance with IDEA and LRE mandates. This action plan outlines comprehensive strategies to support school transformation, build inclusive partnerships with families, and create structures for professional growth that empower educators to foster an environment where every student feels valued, supported, and equipped to succeed. Through collaborative efforts and ongoing assessment, the BPSB Action Plan aims to create a school culture that celebrates Black excellence and prioritizes student well-being and achievement across SCUSD.

<u>Financial Considerations</u>: Implementation of the Action Plan will have a fiscal impact although the specific amounts are not yet known. The District is working with the Independent Monitor to accurately and effectively identify fiscal needs and projections for implementation and positive impact.

LCAP Goal(s): N/A

Documents Attached: BPSB Final Action Plan

Estimated Time of Presentation: 15 minutes

Submitted by: Yvonne Wright, Chief Academic Officer

Geovanni Linares, SELPA Director

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District Action Plan from the Independent Monitor in Response to Black Parallel School Board v. Sacramento City Unified School District

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OVERVIEW

Introduction

In May 2023, parties to the lawsuit <u>Black Parallel School Board v. Sacramento City Unified School District (2:19-cv-01768)</u> agreed to a set of terms articulated in a comprehensive <u>settlement agreement</u>. The settlement agreement requires that an independent monitor (IM) create and, over the ensuing five years, monitor the implementation of an action plan to achieve 22 directives spelled out in the settlement agreement. These directives include a substantial reduction in disciplinary referrals of students with disabilities and Black students with disabilities, substantially more integrated classrooms for students with disabilities and Black students with disabilities, systems to prevent and remediate the bullying of students with disabilities and Black students with disabilities, legally compliant special education assessments, and the creation of best practices for the processes and issues regarding Individualized Education Programs (IEPs) at the Sacramento City Unified School District (SCUSD).

During the IM's assessment process, the IM faced multiple barriers (historic, political, and systemic) to access all the data necessary to develop baseline data and goals for the action plan. (See Appendix A.) As a result, portions of this plan include actions to continue with additional and necessary data collection, analysis, benchmarking, and goal setting. As part of the action plan, the IM will include a process seeking agreement across parties to update actions and goals as needed.

This document represents the final action plan from the IM, pending further data collection and analysis, which may result in modifications and additions to this plan.

Resources to Support Policy and Procedural Changes <u>Comprehensive Evaluation Process for English Learners (CEP-EL)</u> manual

- Los Angeles Unified School District Special Education Policies and Procedures Manual
- Los Angeles Unified School District Bulletin 5655.3 Guidelines for Student Suspension. (See Appendix B)
- > California Practitioners' Guide for Educating English Learners with Disabilities
- Alameda Unified School District Positive Behavior Expectations and Discipline Matrix
- Los Angeles Unified School District Office of the Independent Monitor Sample Checklists

DATA COLLECTION AND ANALYSIS METHODS

District Data

The IM team received raw data for special education referrals, placement in general education settings for students with disabilities, out-of-school suspension (OSS), and in-school suspension (ISS) for the 2022–23 school year. Special education data included student characteristics such as race/ethnicity and English learner (EL) status, as well as primary and secondary diagnoses, enabling segmented analyses. Suspension data also included details such as student race/ethnicity, special education (SpEd) status, grade level, school, and number of days.

Policy and Procedures Review

The IM reviewed the following SCUSD policies and procedures to assess current district documentation and to articulate pertinent actions:

- Administrative Regulation 5144.2: Suspension and Expulsion/Due Process (Students with Disabilities);
- Administrative Regulation 6159.4: Behavioral Interventions for Students with Disabilities Students; and
- Special Education Local Plan Area (SELPA) Procedural Guides for:
 - o Student Discipline,
 - Behavioral Emergency Procedures and Interventions,
 - o Functional Behavior Assessment (FBA), and
 - o Behavior Intervention Plan (BIP).

The IM team compared these procedural documents against Los Angeles Unified School District's (LAUSD's) Special Education Policies and Procedures Manual.

Focus Groups and Interviews

The IM must conduct several focus groups and interviews for this plan to be complete. Due to the aforementioned barriers, however, few focus groups have been conducted as of the writing of this action plan; for these, the data is still unreliable as attendance has been minimal and participation was guarded with reference to fear of reprisal. Required focus groups can be found later in this plan, under Disproportionality Subcommittee: Required Actions for Additional Data Collection Required.

Approach

In addition to the directives from the settlement agreement, the metrics used to develop this action plan include improvement and equity frameworks developed by the IM and his organization, the San Francisco Coalition of Essential Small Schools (SF-CESS). These metrics are further detailed in the appendices.

FINDINGS AND ACTIONS

Below are the actions that the IM has identified as required for SCUSD to meet the directives delineated in the settlement agreement, as well as associated goals/targets and the expected timeline. Where applicable, this section also includes data findings that have led to the required actions.

Some of the actions listed in this plan can be taken immediately. Others, however, can be named and specified only after the IM has collected and analyzed the additional data described in this plan. Some of the actions in this plan are, therefore, focused on removing the afore-referenced barriers and creating the supportive conditions needed to systematize data access and organizational change—now and in the future.

Disproportionality Subcommittee: Additional Data Collection Required

The IM team requires additional data pertaining to special education and discipline to identify further actions and targets for Directives 1–14 (C.3.i–xiv). Specifically, focus groups with students, parents, staff, and community partners; empathy interviews with district-level and site-level staff related to the fidelity of the implementation of policies, practices, and procedures, which will include an examination of district policies and practices with a cultural/equity lens; student case study/files and data; and additional data for directives under which no data have been obtained.

The IM has submitted a request for focus groups (see Table 1) for which the district shall facilitate meeting scheduling and execution.

Table 1: Required Focus Groups

Central Office

Discipline (OSS, ISS, other means of correction [OMC], restraints, law enforcement referrals, voluntary/involuntary transfers, behavior hearings) (2 Hours)

David Van Natten - Director of Student Hearing and Placement, part of the Family Services and Alternative Education Department

Ed Eldridge - Data

Krystal Thomas - New Assistant Superintendent

Danny Rolleri - Director for Professional Learning for Culture/Climate & SEL Stephan Brown - Principal, Sacramento Accelerated Academy (new role)

Sharon Barnes Director - Behavior & Re-Entry

Geovanni Linares - SELPA Director

Ray Lozado - Director, Safe Schools Initiatives

Christina Espinosa - Director, Guidance and

Counseling

Special Education Identification, Least Restrictive Environment (LRE), Discipline, Data (2 Hours)

Ed Eldridge - Data

Krystal Thomas - New Assistant Superintendent

than one person, include all)

Danny Rolleri - Director for Professional Learning for Culture/Climate & SEL Geovanni Linares - SELPA Director Victoria Flores - Executive Director, Student Support & Health Services Coordinator - School Psychologists Coordinator - Related services (if more

Support Staff

Special Education Identification, LRE, Discipline (1.5 Hours)

Omar Ponce—Board Certified Behavior Analyst (BCBA)

Catie Yamamoto—BCBA

Dr. Leslie Hernandez—Administrator Teaching and Learning

Krista Arata—Administrator Teaching & Learning

Tracy Pena—Program Specialist Katy Augusta—Program Specialist Chace Wasco—Program Specialist

School Psychologists—Special Education Identification, LRE, Discipline (2 Hours)

Total of 8 School Psychologists

- 4 Preschool/elementary school
- 2 Middle school
- 2 High school

(if possible, include as many bilingual school psychologists as possible, at least two in Spanish and one other, if possible)

Site- Level Staff	(Grades Transitional Kindergarten-grade 8) Discipline/LRE/SpEd Identification— Principals or Assistant/Vice Principals who oversee special education and student discipline (2 Hours) Geovanni Linares—SELPA, Serving as Interim Administrator for John Morse Therapeutic Center Nisha Turturici—AM Winn Public Waldorf Dominic Campos—Mark Twain Jacki Glasper—Success Academy Devon Davis—Leonardo Da Vinci Paul Hoerl—Rosa Parks Stuart Bushnell—Woodbine	Identification—Principals or Assistant/Vice Principals who oversee special education and student discipline (2 Hours) Mitchell Jones—Rosemont LaNiecia Kobelt—George Washington Carver School of Arts and Science Jim Peterson—Luther Burbank Garrett Kirkland—Hiram Johnson John McMeekin—West School Richard Baranowski—American Legion Reginald Brown—John F. Kennedy Jessica Martin—Sacramento New Technology
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The IM has received datasets enabling analyses of special education referrals by race/ethnicity and EL status but requires more in-depth data to determine how and why over-representation may be occurring. Additionally, the IM requires data to determine actions for some of the directives for which no data have yet been received.

Та	Table 2: Further Data Collection Required As Soon As Possible			
Required Actions Goal(s) Timeframe				
1.	scheduling and shall communicate the urgency of participating in these focus groups	Six focus groups shed light on practices pertaining to SpEd identifications and referrals, LRE, discipline, use of restraints, and expulsions and transfers.	Aug 31, 2024	

following end-of-year 2022–23 data, in addition to student identification numbers, last name, first name, date of birth, special education eligibility, grade level, and location code for all students included in a separate (confidential) list:	practices, including IEP reviews, FBAs, BIPs, the efficacy of and need for	Aug 31, 2024
harassment data available (for both general education and students with disabilities, as	IM obtains data to assess baseline of disproportionate bullying of students with disabilities and Black students with disabilities.	Aug 31, 2024
contact information for the person or persons who oversee language access issues and shall		Aug 31, 2024

Directives 1 and 2: Reduce Use and Disproportionality of Discipline

- 1. Substantial reduction of discipline referrals, including informal suspensions, and in disproportionate such discipline, of students with disabilities
- 2. Substantial reduction of discipline referrals, including informal suspensions and in disproportionate such discipline, of Black students with disabilities¹

Baseline Data Findings

District staff report poor data entry and maintenance practices and believe data are an underestimation of school removals issued. Despite unreliable data, trends clearly indicate a *high rate of suspensions* in general and *disproportionate* impact on students with disabilities and Black students with disabilities among various disciplinary practices, including OSSs, long-term suspensions, ISSs, and OMC. The IM team has determined that ISS and OMC data provided are not reliable for establishing outcomes, but even these apparently incomplete data demonstrate increased risk for students with disabilities and Black students with disabilities. Currently, there is a lack of data to establish a baseline for behavioral referrals; establishing this baseline is part of the required actions.

One-Time Suspensions

- Overall risk of one-time suspension for all students in SCUSD—5.68%
- California average–3.0%
- The California Department of Education (CDE) considers suspension rates over 6.0% "very high"
- Risk of one-time suspension for students with disabilities—9.0%
 - Risk Ratio of students with disabilities—1.80
- Risk of one-time suspension for Black students with disabilities—18.64%
 - Risk Ratio of Black students with disabilities—2.76

Long-Term Suspensions of 10 or More Days

- Risk for Black students with disabilities—3.28%
 - Risk Ratio of students with disabilities—3.91
- Risk for Multiple Race students with disabilities—2.75%
 - Risk Ratio of Multiple Race students with disabilities—2.34

In-School Suspension/Informal Suspension

• District data show:

¹ For "informal" suspensions, the IM includes what may be referred to as "silent" suspensions or undocumented pushouts due to behavioral or discipline issues that also result in learning loss.

- A total of 319 students received an ISS (this appears to be a considerable underrepresentation)
- A total of 448 students received an OMC (this also appears to be a considerable underrepresentation)
- District officials reported an underreporting of discipline data, confirming the likelihood of underrepresentation of disciplinary practices.
- Overall risk of one-time ISS for all students—0.77%
- Risk of one-time ISS for students with disabilities—1.13%
 - Risk Ratio for students with disabilities– 1.63
- Risk of one-time ISS for Black students with disabilities—2.4%
 - Risk Ratio of Black students with disabilities—2.85

Other Means of Correction

- Overall risk of one-time OMC for all students—1.08%
- Risk of one-time OMC for students with disabilities—1.96%
 - Risk Ratio of students with disabilities—2.19
- Risk of one-time OMC for Black students with disabilities—3.5%
 - Risk Ratio of Black students with disabilities—2.18

Actions and Targets

The district must review, revise, and monitor disciplinary practices in general and with respect to students with disabilities and Black students with disabilities. Actions listed in the table below require the district to revise policies (including Board Policies (BPs) and Administrative Regulations (ARs); create a comprehensive disciplinary procedural manual that includes a discipline/intervention matrix (see Sample Behavior Matrix from Alameda Unified School District 2023-24), as well as clear guidelines for offering supportive alternatives to exclusionary discipline and OMC, consistent with a districtwide multi-tiered system of support (MTSS) approach; institutionalize manifestation determination review (MDR) practices; and build capacity to implement changes through professional development (PD). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the fiveyear period designated by the settlement agreement.

- **A.** Reduce the risk or rate of (any) suspension for students with disabilities to 3.0% or less. This constitutes a 67.0% reduction.
- **B.** Reduce the risk or rate of (any) suspension for Black students with disabilities to 5.0% or less. This constitutes approximately a 75.0% reduction.

- **C.** Reduce the risk or rate of long-term suspensions for Black and Multiple Race students with disabilities to 1.0% or less. This constitutes approximately a 60% and 70% reduction, respectively.
- **D.** Reduce the risk or rate of other disciplinary actions (i.e., expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement) for students with disabilities and Black students with disabilities so that they are not <u>significantly</u> different from those of non-disabled non-Black students.
- **E.** Ensure that every year, a majority of parents/families and secondary students responding to the survey (described in Table 3) for whom the question is relevant, indicate that the statement pertaining to the district's prior pattern and efforts to remediate was read.

Table 3. Overrepresentation In School Discipline—Out-of-School Suspensions and Long-Term Suspensions of 10 or More Days

	0 1	J		
Re	quired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall gather, organize, and provide the IM an updated and comprehensive set of data that has been calibrated across all the schools' various recording and reporting mechanisms for Out-of-School Suspension data (100²) , for all students including special education indicators for students with disabilities (SWD) to examine disproportionality, that includes:	baselines and goals.	Sep 1, 2024	One time
	 All suspension notice forms (most students will have more than one event) for students listed in SpEd Long Term Suspensions spreadsheet 			
	 Non-Student Information System (SIS) data such as Google Sheets or other spreadsheets maintained by each school site tracking out-of-school suspensions 			
	• Manifestation Determination Review (MDR) IEPs for students listed in SpEd Long Term Suspensions spreadsheet including identifying by name which students for whom an MDR was not conducted.			

-

² These represent CALPADS codes and may differ from fields in the SIS.

2.	the IM an updated and comprehensive set of data that has been calibrated across all the	is necessary to inform accurate and realistic baselines and goals.	Sep 1, 2024	One time
3.	the IM an updated and comprehensive set of data that has been calibrated across all the	is necessary to inform	Sep 1, 2024	One time

	 Documentation of hearing and results of disciplinary action including change of placement MDR IEPs (specify if one was not held) List of students (general and special 			
4.	education) who were subjected to a voluntary or involuntary transfer, including: • SSID, District ID, last name, first name, date of birth, gender, race, school location code, grade, disability codes (primary 1 and 2), 504 Plan, EL Status (yes or no) date of behavioral hearing, and reason for hearing: • Documentation of voluntary or involuntary transfer • MDR IEPs (specify if one was not held) SCUSD shall review, analyze, and		First	One time
4.	revise/update as needed all relevant policies (i.e., the following BPs and associated ARs) corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district. BP & AR 5131, 5137, 5138, 5144, 5144.1, 5144.2, as well as, BP & AR 5145.11, Questioning And Apprehension By Law Enforcement (should address accommodations for students with disabilities) BP & AR 6158, Independent Study (should address appropriateness of independent study for students with disabilities as educational and disciplinary placements). See Appendices C and D for resource documents. Revised policies must be approved by IM prior to adoption by district.	emphasize alternatives to exclusionary discipline to help reduce SCUSD's reliance on ISS, OSS, expulsion, behavior	reading: January 15, 2025 Adoption: March 15, 2025	One time

		ı		
5.	calibrated use of a districtwide system (with clearly defined terms distinguishing between Proactive (preventative – before behaviors causing removal) vs reactive (responsive after behaviors causing removal) and punitive vs restorative to track and monitor every instance (all types of removal) that a student is removed from the classroom or instructional time or receives a punitive consequence on the basis of behavior (e.g., office referral, informal suspension, "buddy rooms," detention, etc.). This system will connect with the district's student information system (and if different, to the larger knowledge management system) to enable centralized monitoring at the student and school level and will utilize a form (e.g., "Behavioral Referral Form") that includes: (a) student's name/identifying information, (b) referrer's name (e.g., teacher), (c) the behavior precipitating the exclusion from instructional time, (d) a listing of all interventions attempted prior to the referral out, (e) the referrer's recommended office action (e.g., restorative process, time-out, detention, sent home, suspension, etc.), and (f) estimated instructional time to be lost. Implementation of the new form and procedure will, at minimum, roll out in annual cohorts of 25 sites each and across	monitor all behavioral referrals that result in lost instructional time and improves its ability to monitor disparities in behavioral referrals by race, disability, school, and class.		Annually through 2028-2029 school year Monthly through 2028-2029 school year
	behavior precipitating the exclusion from instructional time, (d) a listing of all interventions attempted prior to the referral out, (e) the referrer's recommended office action (e.g., restorative process, time-out, detention, sent home, suspension, etc.), and (f) estimated instructional time to be lost. Implementation of the new form and procedure will, at minimum, roll out in			
	the district. This data will be required to establish a baseline and additional actions – and to maintain the data each year after baselines have been established.			
	IM must review and approve the monitoring system that the District creates. District and IM will collaborate to update sequencing, metrics or other improvements - if needed – for cohorts 2 and 3.		improvement	Revisited and finalized annually by May 1
6.	SCUSD shall develop, review with all schools annually, and enforce the fidelity of using and abiding by a procedural manual and discipline/intervention matrix (see	Revised discipline policies are clearly delineated to assist school personnel in	Draft - Oct. 15, 2024	PD delivered

	0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 11	T: 1 *	4 77 7
	Sample Behavior Matrix from Alameda	1	Final - Jan	Annually by
	Unified 2023–2024) to guide site	disciplinary approach.	15, 2025	Aug 31
	administrators when issuing school			
	discipline (i.e., ISS, OSS, expulsion, behavior		PD for first	Monthly
	hearings, involuntary and voluntary		Cohort	reporting
	transfers, and referrals to law enforcement)			through
	compliant with California Education Code		_	2028-2029
	(including 48900) and including but not		,	
	limited to, first issuing alternatives to		2025	school year
	suspensions or OMCs (consistent with			
	MTSS and restorative practices over			
	punishment), notification to parents, and an			
	appeal process, as well as data entry and			
	maintenance procedures. School practices			
	must be guided by larger district matrix/			
	system to allow comprehensive data			
	analysis.			
	Procedures must include a process for			
	collecting and recording implementation			
	and fidelity of these practices for each			
	school and across the district to be reported			
	to IM monthly.			
	·			
	Manual and related policies must ensure			
	attention to equitable and just outcomes and			
	consistency and accountability across the			
	district. Manual and related policies must			
	include tracking and accountability			
	mechanisms for ensuring fidelity of use			
	across the district.			
	As with all in this plan, manual and related			
	policies must explicitly commit to anti-			
	bias/anti-racist and restorative practices and			
	and the second of the second o			
	results.			
	Revised procedural manual must be			
	approved by IM prior to adoption by			
	district.			
7	. The parties shall develop a script (and	Families whose Black	Aug 30,	Annual at
/	SCUSD develop a related policy) to be		Aug 30, 2024	
	* * *			Aug PD
	followed and to be referenced verbally	being referred for		through
	(when meeting in person) and shared in	suspension and expulsion,		2028-2029
	writing (in the family's home language)	and school administrators		school year.
	with parents by the site administrator or	who are making these		
	administrative designee whenever a Student	referrals, are all fully aware		
	with Disabilities and/or Black student is	of the district's prior		
	being recommended for suspensions,	pattern and efforts to		
	expulsions/disciplinary transfers, referred	remediate.		
	to law enforcement, or subjected to a			
	13 Iu., Charlesting of Subjected to a			

restraint. The developed script is to make clear, among other things, that the district is facing a history of, and seeking to reduce the practice of, bias as evidenced by disproportionately referring or engaging Students with Disabilities and/or Black students being disproportionately referred for suspensions, expulsions/disciplinary transfers, restraints, and law referrals. This script will also advise parents of the process administrators are required to take, such as considering other means of correction, to provide for transparency and accountability. Key elements of the script must also be written in the disciplinary form. Specific language for this script must be approved by IM prior to adoption by the district.			
review and sign off on monthly, site-level that reports – including monitoring mechanisms, counselor notes, School-Wide Information System (SWIS) data reports,	to closely monitor disciplinary actions and ensure that data reported to the central office and state are accurate.	process, format and calendar due Aug 19, 2024. Monthly reports starting October 2024.	calendar. Monthly reports through
comprised of school and community representatives to define and review effectiveness of its policy requiring an MDR for students with disabilities with six (6) days or less of suspension through data- driven and evidence-based analysis. The committee will make recommendations –	determine whether or not discipline being imposed on students with disabilities is appropriate (i.e., whether misconduct is a manifestation of the		monthly meetings

	how to report and review future data to the IM for approval.			
10.	SCUSD shall create (for approval from the IM) and conduct an annual parent/family and secondary student survey (at least 50% participation) in all of the county's threshold languages to gauge student and family experiences, including whether the agreed upon statement/script from action item #7 above was read AND distributed whenever SWD and Black students were referred for suspensions, expulsions/disciplinary transfers, restraints, and law enforcement referrals.	have data to measure impact in creating more positive and well-informed experiences among parents/families.	approved by Dec 15, 2024	Annually through 2028- 2029 school year
SCI	USD shall enable the IM access required to c	onduct the following monit	oring activities	5:
11.	IM shall establish (policy and target) outcomes in one or more areas of in-school disciplinary removals based on onsite monitoring.	To establish outcomes for in-school disciplinary practices, the IM requires additional data that can be obtained only through onsite visits.	By Dec 1, 202	4One time
12.	IM will conduct monthly data validation audits of all discipline data (including all behavioral referrals resulting in lost instructional time or punitive consequences, one-time and long-term suspension, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement), including reviews of behavior supports for students with disabilities experiencing one or more periods of suspension or OMC. ³ (These data will be compiled and submitted to IM each month.)	The IM is able to authenticate data quality while also monitoring improvements in disciplinary practices and progress toward reduced disparity. Monthly data validation audit will take place over 2 full days of collaboration each month, for the IM team, not including preparation or planning.	Starting 2024- 25 school year with reports submitted by 15th of following month	through 2028-2029
13.	IM will monitor MDRs in IEPs to ensure they are held in a timely and objective manner, with emphasis on providing behavioral and social-emotional supports for students experiencing long-term removals (i.e., 6 cumulative days of suspension).	The IM is able to monitor the implementation of MDRs and ensure that they align with policy. This will be part of the monthly data validation audit that will take place over 2 full days	Reports	Monthly through 2028-2029 school year

³ In all data validation audits, the IM team will look at data entered into the student information system, obtain data from any site-level monitoring systems, review other records (e.g., suspension notice forms, LRE reports, IEPs, 504 Plans, etc.), and compare these sources to determine if school personnel are entering data accurately, consistently, and completely.

		of collaboration each month, for the IM team, not including preparation or planning.	following month	
144	. IM will investigate and monitor onsite disciplinary practice, including ISS, OMCs, teacher-issued period suspensions / detentions, expulsions, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement, to determine whether disparities exist for students with disabilities and Black students with disabilities. District will ensure submission of this data, to include site-level data, monitoring mechanisms, looking at Student Information System (SIS) data including counselor notes, suspension notice forms, detention lists, etc.	to verify disciplinary practices.	setting by Nov 15, 2024	Monthly through 2028-2029 school year
15	. IM will work with SCUSD's MTSS subcommittee to establish a rubric and will use the rubric to review the effectiveness of districtwide MTSS and alternatives to suspension at schools, which may include, but are not limited to, restorative practices and Positive Behavior Interventions and Supports, and will update the action plan as a result of these findings.		By Nov 15, 2024	One time
16	. IM will review annual Professional Development (PD) agendas in which school administrators receive instructions that they must reference verbally (when meeting in person) and share in writing (in the family's home language) the suspension disproportionality statement whenever a SWD or Black student is referred for suspensions, expulsions/disciplinary transfers, restraints, and law referrals.		Sep 15	Annually through 2028-2029 school year
17	. IM to approve family survey. IM will analyze the data with school and community partners.	success in creating more	Apr 30 annual	Annually through 2028-2029 school year

Directives 3, 4, and 5: Reduce Segregation of Students with Disabilities and Black Students with Disabilities

- 3. Substantial reduction in the placement of students with disabilities in segregated settings
- **4**. Substantial reduction in the placement and/or disproportionate placement of Black students with disabilities in segregated settings
- 5. Substantial increase in the placement of students with disabilities, in particular Black students with disabilities, in inclusive and integrated classrooms, schools, and school settings in the Least Restrictive Environment ("LRE"), as measured by the percentage of time outside of the general education setting

Baseline Data Findings

LRE data do not appear reliable for establishing outcomes, which necessitates the aforementioned review of cases and focus groups. Despite questions that analysts continue to have on the accuracy of SCUSD's LRE data, trends and patterns indicate that Black students with disabilities are at higher risk for being placed in more restrictive environments.

For example, and specifically, John Morse Therapeutic Center had an enrollment of 39 students at the end of the 2022–23 academic year, and key informants from the district have stated that parents often feel forced to accept this placement and that the district uses the site for removal of students experiencing behavioral difficulties.

Actions and Targets

The district must review and revise policies, procedures, and practices pertaining to LREs for students with disabilities, with special attention to Black students with disabilities. Actions listed in the table below require the district to revise policies and procedures; address the placement of students with disabilities and Black students with disabilities in more restrictive placements through an LRE analysis process based on the four-prong test established by SCUSD v. Rachel H.; institutionalize new LRE practices within systems and through Professional Development (PD); devise a framework, standards, and plans for more inclusive education and for the closure, restructuring, or reconstituting of fully segregated school sites; and build capacity for more inclusion through staffing and evidence-based reading programs. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The actions are designed to move the district away from its use of segregated settings for all students with disabilities, with a particular focus on Black students with disabilities, with the intention of effecting the following measurable targets.

- **F.** By the end of the 2028–29 school year, 50% of schools will have full inclusion coteaching model programs.
- **G.** By June 2025, SCUSD will adopt a rubric to delineate criteria for closing programs that are deemed ineffective and "culturally destructive."
- **H.** Based on reliable 2024-25 data (submitted by March 1, 2025), and analyzed by IM (May 15, 2025), fully segregated school sites that have met the standard for closure in the rubric designed in Action #9, will be closed by the end of the 2025–26 school year.

Table 4: Overrepresentation In More Restrictive Placements (Least Restrictive Environment [LRE])					
Required Actions	Goal(s)	Timeframe	Frequency		
<i>y</i> , 1	_	Sep 1, 2024	One time		
revise/update as needed all relevant policies, associated ARs, and district procedures (i.e., the following BPs and associated ARs)	checklist protocol to promote consistent and unbiased decision-making.	Draft for Approval – Nov 15, 2024 First Reading – January 15, 2025 Adoption – March 15, 2025	One time		

	All revised policies and procedures must be approved by IM prior to adoption. (See sample checklists as examples for SCUSD to adapt.)			
3.		(checklist) is not optional and is implemented consistently across the district.	Oct 1, 2024	One time
4.	Restrictive Environment (LRE) analysis process, determining LRE time, and data recording practices. The LRE analysis process must be based on the four-prong test established by SCUSD v. Rachel H. The manual must be approved by IM prior to	processes are clearly delineated to assist school personnel in implementing an approach that minimizes the use of segregated settings, seclusion, and other	ŕ	One time
5.	development (PD) plan (materials, trainings, schedules) for all key personnel	school psychologists, administrators, and SpEd educators) are trained to implement new LRE procedures.	annually by Sep 1, 2024	Annually by Sep 1 through 2028-2029 school year

⁴ G. Peters, SF-CESS, Version 1, 2005-2020 (Based on Cultural Proficiency: A Manual for Leaders, Lindsey, R.B., Robins, K.N., Terrell, R.D., Corwin Press Inc., 1997)

	an outside agency who will collaborate with plaintiffs, etc.			
6.	improve a PD plan (materials, trainings, schedules) on inclusive practices for all	understand the importance of and implement inclusive practices.	approved by October 1, 2024. Training	PD delivered annually to future cohorts by Sep 15 through 2028-2029 school year
7.	Special Education Information System (SEIS) as a part of each student's IEP.	those conducted for Black students, are guaranteed to follow the LRE analysis process (checklist).	completed and approved by Aug 21, 2024 Communica	One-time embedding Annual PD/ communicate each Aug through 2028-2029 school year
8.	least including and using a co-teaching model) based on feeder patterns. This plan must detail the allocation of resources needed to ensure alternatives (to the use of segregated settings) are truly inclusive and	The district has thoroughly analyzed its resources, needs, and assets (as well as feeder patterns) to develop a reasonable, feasible, and responsive framework that will guide fully inclusive schools.	,	One time

9.	SCUSD shall establish a district committee led by the IM (comprised of school representatives, District representatives, and community representatives) charged with analyzing data around the use of SCUSD fully segregated school sites and immediately following such analysis developing standards/rubric for the restructuring, or reconstituting, or closure of fully segregated school sites (e.g., John Morse Therapeutic Center and Mark Hopkins Elementary School) – while ensuring a continuum of effective placements and options for students pursuant to the requirements of the IDEA. The criteria and plan shall clearly delineate the requirement that resources be allocated to support the academic, behavioral, and social- emotional needs of students, including such needs of students who would be displaced by such restructuring, reconstituting, or closure. The criteria and plan must be approved by IM prior to adoption by district. The criteria and plan must be approved by IM prior to adoption by district.	restructuring, or reconstituting of fully segregated school sites, with the specific intention of reducing the district's reliance on more restrictive environments.	Committee established by Sep 1, 2024 Criteria and plan submitted by Nov 15, 2024 Rubric-related data due by Mar 1, 2025	One time
10.	The Independent Monitor shall propose a clearly defined job description for the position of SCUSD's Reading Specialist. The District shall then create a committee responsible for reviewing the Independent Monitor's proposed job description and may propose revisions to the job description. The Independent Monitor must approve the job description. Upon final approval of the job description by the Independent Monitor, the committee shall then develop: 1) an infrastructure for, and adopt and support with fidelity and resources (training, staffing, materials, etc.), an evidence-based reading curriculum; 2) a recommendation of a ratio for the hiring of reading specialists to focal students; and 3) a plan to implement the foregoing. It is the responsibility of the committee to clearly define the term "focal students" for the context and purpose of the plan. The definition of "focal students," criteria, and plan must be approved by the	reading specialists to support literacy gains for students struggling to achieve grade- level standards.	,	One time Reviewed annually by Apr 30 through 2028-2029 school year

111	Independent Monitor prior to adoption by the District. The District must then implement the plan. SCUSD shall propose a clearly defined job description and job title for the purposes of the hiring of inclusion specialists to support teachers and staff in the development of inclusive practices and utilization of the rightful presence framework. The job description and job title shall be subject to approval by the IM. Upon final approval of the job description by the IM, the District shall then establish a committee to review the job description and develop accordingly: 1) an evidence-based infrastructure for training, staffing, and resources for the specialist; 2) a recommendation for a ratio of hiring of the position to focal students; 3) a definition of "focal students" and 4) a plan to implement the foregoing. The recommendations and developments must be approved by the IM prior to final adoption and implementation of the plan by	The district demonstrates commitment to increasing the proportion of inclusion specialists vis-a-vis the size of the student body.	2024	One time Reviewed annually by Apr 30 through 2028-2029 school year
sc	the District. USD shall enable the IM access required to co	onduct the following monitori	ng activities	
12.	IM team will develop data collection instruments to conduct validation audits on LRE data. ⁵	monitoring progress toward reduced disparity.	2024 Then	One Time with annual review through 2028-2029 school year
13.	IM will monitor compliance with the LRE analysis checklist on a quarterly basis.	The IM is able to monitor success in the implementation of the adopted LRE analysis process (checklist).		Quarterly through 2028-2029 school year

 $^{^{5}}$ In these validation audits, the IM team will look at class schedules and compare against LRE time in IEPs to determine whether data are entered accurately, consistently, and completely.

14.	developed protocol, at a sample of approximately 25% of the district's schools, across elementary and secondary sites, across a broad geographic spread, and along the range of more inclusive and less inclusive	The IM has access to additional information to determine the state of each school's readiness for integrating students with disabilities into the general education environment.	Oct 1, 2024	One time per school site, one 25-site cohort per year through 2028-2029 school year
15.	observe PD planning process to ensure PD for inclusive schools is informed by data and	educators and plaintiffs have	Sep 15, 2024	One time
16.	evaluations for PD for inclusive practices.	The IM is able to ensure that PD for inclusive practices is delivered to all teachers effectively.	Î	Annually through 2028-2029 school year
17.	data and determine where each school site is assessed including if a school site is required to be closed and by when.	SCUSD) is able to remove segregated sites that do not		Annually through 2028-2029 school year

Directive 6: Reduce Bullying and Harassment of Students with Disabilities and Black Students with Disabilities

6. Substantial reduction in incidence of and disproportionality in bullying and harassment of students with disabilities and Black students with disabilities and staffing and structures, including delineated staff responsibilities and duties, to support a functional and robust system that properly responds to, remediates, and prevents the bullying and harassment of students with disabilities and Black students with disabilities; analysis regarding the foregoing shall include addressing the effectiveness of school safety plans and their implementation

Baseline Data Findings

Although there were no recent data findings to enable a specific data target in terms of reducing disproportionality (because few districts or sites monitor the demographics and disabilities of bullying targets), the IM did discover that the California Healthy Kids Survey (CHKS) report for Sacramento City Unified from 2019–20 shows (on Table A9.7 on page 54) that Black/African American students had higher-than-average percentage rates of experiencing bullying or harassment in 7th, 9th, and 11th grades (overall 33, 32, and 29; Black 39, 34, and 37, respectively). A more recent CHKS report could shed light on the issue and help the IM set a target. Any bullying data that the district maintains would also be useful in this.

Actions and Targets

The district must review, revise, and monitor practices designed to prevent, respond to, and remediate bullying and harassment in general and with respect to students with disabilities and Black students with disabilities; develop a corresponding procedural manual; and improve its data collection processes vis-a-vis instances of bullying and harassment. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets during the fiveyear period designated by the settlement agreement. It should be noted that because sufficient baseline data were not available, these targets may be modified as the IM gathers more reliable data.

- *I.* Reduce instances of bullying and harassment overall by 10% every year.
- **J.** Reduce instances of bullying and harassment targeting Black students and students with disabilities by 20% every year.

	ble 5: Disproportionate Bullying			
Red	quired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall provide initial data to and collaborate with the IM and Oversight Committee to establish baselines, goals, and actions related to disproportionality for SWDs, Black SWDs, and Black students.	SCUSD must have baseline data, goals, and actions to transform inequitable disproportionality in bullying and harassment.	Sep 15, 2024	One time
2.	SCUSD shall establish, train staff, and enforce the use of a system to collect and report reliable and consistent bullying and harassment data across all schools – including demographics that allow data to be broken down to identify disproportionality as it relates to any students – and in particular SWDs, Black SWDs, and Black students, as well as actions and impact data. Data should allow SCUSD and IM to distinguish not only demographic patterns, but also frequency of incidents/ parties as represented in data. Data collection should also include summary of incident and outcome/consequences (including discipline) that resulted from incident. Plan must be approved by IM prior to adoption by district.	SCUSD must have baseline data, goals, and actions to transform inequitable disproportionality in bullying and harassment.	Nov 1, 2024	One time Reviewed annually Data to be provided monthly as part of discipline data reports through 2028-2029 school year
3.	SCUSD shall review Bullying and Harassment policies (i.e., the following BPs and associated ARs: 5145.1, 5145.3, 5145.7, 5145.9) through at least three community sessions (to include families, students, staff, and community) where current data shall also be reviewed. These sessions shall be cosponsored with the Black Parallel School Board to ensure high levels of parent/family involvement.	The SCUSD community has an authentic opportunity to review bullying and harassment data and weigh in on district policies related to bullying.	Jan 09, 2025	One time
4.	Using data from community sessions/ action item #2 above, SCUSD shall develop revised policy/policies, compliant with CA Ed Code, ensuring that bullying policy does not espouse "zero tolerance" policies, which have been shown to increase use of exclusionary discipline, often to the	harassment policies are revised to ensure they align with best practices for responding to, remediating, and preventing the bullying	Draft by Nov 15, 2024 Final by Jan 9, 2025	One time

Black students. Any revised policies shall apply to bullying and harassment perpetrated by SCUSD staff and SCUSD students alike. Revised policies must be approved by IM prior to adoption by district.		Adoption by Mar 5, 2025	
compliant with CA Ed Code, to guide school staff on how to prevent and respond to bullying and harassment in evidence-based, community-building, empathy-focused, and restorative ways that specifically reduce the		Nov 15, 2024	One time
system for accurately monitoring bullying and harassment data at every site (at minimum, in current and past cohorts of 25 sites each and across the district), including		Oct 31, 2024	One time
their supervisor or whatever position is leading Bullying Prevention efforts) shall participate in Oversight Committee (to meet weekly) and design/ facilitate monthly data validation audits with site leaders to ensure bullying and harassment monitoring is	(which may necessitate empathy interviews) ensure that detailed bullying and harassment data are being collected and monitored consistently across all SCUSD sites.	2024-2025 school	Monthly through 2028-2029 school year

S	CUSD shall enable the IM access required to conduct the following monitoring activities:					
8	. After initial data review, IM will monitor SCUSD's monthly bullying and harassment data (current and past cohort schools and across district) to ensure bullying and harassment monitoring is occurring at all school sites and that it includes the aforementioned details. (This data will be provided by the district each month.)	(which may necessitate empathy interviews) ensure	Starting 2024-2025 school year	Every two months through 2028-2029 school year		
S	IM will conduct systematic review and follow-up of all school safety plans to check for comprehensiveness and consistency of implementation, particularly in regard to the prevention, response, and remediation of bullying and harassment.	strategies and policies to	Annually by Sep 30	Annually through 2028-2029 school year		

Directives 7, 8, and 9: Comply with Child Find Obligations re: Over & Under-Identification of Black Students to SpEd and Timely Referrals

- 7. Compliance with Child Find obligations, including in a manner that appropriately identifies Black students with disabilities without over-identifying or under-identifying Black students for special education and particular disability categories
- **8**. Compliance with obligation to refer students suspected of having a disability for special education assessment in a timely manner, analysis of which shall include the efficacy of and need for Student Study Teams
- **9**. Substantial reduction in over-identification or under-identification of Black students for special education

Baseline Data Findings

Overall risk of identification for Special Education is higher in SCUSD than in the state of California or the nation. Black students have a risk ratio over 3.0 for Emotional Disturbance (ED) and Other Health Impairment (OHI), demonstrating significant disproportionality within those categories. Further analysis demonstrates significant disproportionality among English Learner (EL) students (particularly those who are Hispanic and Hmong-speaking) as well, suggesting that assessment procedures within the district require substantial investigation and revision.

Overall Risk for SpEd Identification

• SCUSD risk for SpEd identification: 17.0%

California: 13.0%National: 15.0%

SCUSD Disproportionality Data:

Black Students' Risk for SpEd Identification

• Black student proportion of total enrollment: 12.6%

• Composition Index: 19.0%

• Black student risk for SpEd identification: 25.6%

• Black student Risk Ratio for SpEd identification: 1.63

Emotional Disturbance (ED)

• Overall risk for ED identification: 0.46%

• Black student proportion of total enrollment: 12.6%

• Composition Index: 29.4%

• Black student risk for ED identification 1.1%

• Black student Risk Ratio for ED identification: 3.31

Other Health Impairment (OHI)

- Overall risk for OHI identification: 2.55%
- Black student proportion of total enrollment: 12.6%
- Composition Index: 28.3%
- Black students risk for OHI identification: 5.8%
- Black student Risk Ratio for OHI identification: 3.12

Intellectual Disability (ID)

- Overall EL risk of ID: 0.21%
- EL Hispanic students' risk for ID: 0.32%
 - Risk ratio: 2.28
- EL Hmong risk 1.05%
 - Risk ratio: **5.56**

Specific Language Impairment (SLI)

- Overall EL risk of SLI: 0.82%
- EL Hispanic students' risk for SLI: 1.38%
 - Risk ratio: **3.24**
- EL Hmong risk for SLI: 3.30%
 - o Risk ratio: **4.48**

Specific Learning Disability (SLD)

- Overall EL risk of SLD: 1.78%
- EL Hispanic risk for SLD: 3.30%
 - o Risk ratio 4.48
- EL Hmong risk for SLD: 6.75%
 - Risk ratio: 4.17

Autism Spectrum Disorder (ASD)

- Overall EL risk for Autism (ASD): 0.55%
- EL Hmong risk for Autism: 2.2%
 - Risk ratio: 4.57

Actions and Targets

The above-listed figures suggest that racial bias and language barriers may be leading SCUSD to mis-identify some students as having a disability that they may not have. The district must improve its systems for special education identification and IEP reviewing practices, including but not limited to enhanced translation and

interpretation services. Actions listed in the table below require the district to revise policies and procedures; develop a procedural manual; institutionalize new practices within systems and through Professional Development (PD); and build capacity for linguistic access in special education processes. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality, and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the fiveyear period designated by the settlement agreement.

- **K.** Reduce the risk or rate of special education identification for Black students to 13% or less. This constitutes approximately a 50% reduction to current rates in SCUSD.
- **L.** Decrease the overall rate of special education identifications to 13%, comparable to the state average. This constitutes approximately a 25% reduction.
- **M.** 90% of all students referred for special education will demonstrate compliance with the comprehensive evaluation checklist.
- **N.** Reduce the risk or rate of ED identification for Black students to 0.55% or less. This constitutes a 50% reduction.
- **O.** Increase the percentage of Black students with ED receiving counseling (minimum 30 minutes per week) and BIPs to 90% or greater.
- **P.** Reduce the risk or rate of OHI for Black students to 3.8% or less. This constitutes a 35% reduction.
- **Q.** Increase the percentage of Black students with OHI receiving counseling (minimum 30 minutes per week) and BIPs to 60% or greater.
- **R.** Reduce the risk or rate of special education identification for EL Hispanic students and EL Hmong by implementing the CEP-EL process to all students with 90% compliance for all EL students.
- **S.** Every year, a majority of parents/families and secondary students responding to the survey, for whom the question is relevant, indicate that the statement pertaining to the district's prior pattern and efforts to remediate was read.

Table 6: Overrepresentation In Special Education Identification			
Required Actions	Timeframe	Frequency	
 SCUSD shall provide to the IM updated and complete enrollment data of all students originally requested in February. Specifically, this includes previously required data related to enrollment data for students with 504 plans and all requested 	Accurate, calibrated, and timely data supports developing relevant benchmarks, goals, and progress findings.		One time Annually; after that by June 30 through

	data for End of Year (EOY) 2024.			2028-2029
	Specifically,			school year
	■ EOY enrollment data for all students with disabilities (SIS and SEIS), including SSID, District ID, last name, first name, date of birth, gender, race, school location code and the following:			·
	 Special Education program code (SDC, RSP, NPS, etc.) 			
	 Designated instruction and services (DIS) service codes (i.e., counseling, speech and language, OT, etc.) 			
	o Behavior Intervention Plans (yes or no)			
	o EL status			
	 A list of students with 504 Plans with SSID, last name, first name, date of birth, race, gender, grade, and location code 			
	 List of all schools with special education programs currently available (i.e., RSP: 2 classes, SDC-ED: 1 class, SDC-ID: 1 class) 			
	 List of schools that have a full-inclusion special education delivery model 			
2.	needed, all existing Board policies, associated ARs, and procedures corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district and pertaining to Special Education identification and review processes to ensure they align with legal requirements, best practices (including parent/family engagement and translation/interpretation), and a focus on equitable access and results. BP and AR 0403, 4112.23, 6146.4, 6159,	current law and ensure that assessments are conducted, and services are delivered in an equitable manner (including parent/family engagement and translation/interpretation) to reduce the likelihood of overor under-identification of students with disabilities,	Approval – Nov 15,	One time
	 AR 4212.22, Staff Teaching Students Of Limited English Proficiency (as it relates to students with disabilities) 			
	BP & AR 6164.5, 6164.6, Student Success Teams			
	Revised policies must be approved by IM prior to adoption by district.			

3.	SCUSD shall develop a Comprehensive Evaluation Process checklist (to be approved by the IM). (See <u>sample checklists</u> .) SCUSD shall develop a policy requiring schools to implement said checklist.	Every evaluation for Special Education uses a consistent process informed by a variety of data sources to make accurate and non-discriminatory decisions about a student's eligibility (or continuing eligibility, strengths, and disability-related needs.	August 19, 2024	One time
4.	SCUSD shall develop and adopt a procedural manual to guide the field on the requirements of the comprehensive evaluation process, which shall include, among other things, procedures detailed in the CEP-EL manual.	Translation and interpretation services are available for all Special Education evaluations of students who do not (and/or whose parents/guardians do not) have English fluency, thereby reducing the likelihood of over- or underidentification of disability.	Oct 1, 2024	One time
5.	SCUSD shall develop and deliver annual training (materials and schedules) on the Comprehensive Evaluation Process checklist, Child Find, and general education interventions and referral mechanisms, such as SSTs, for all those responsible to facilitate referral, intervention, and assessment meetings. This will start with the cohorts and evolve to all necessary staff after three years.	assessors, administrators, and SpEd educators) in referral and assessment procedures.	November 15, 2024 for first year Annually by Sep 15 for following years	Training schedule re- issued annually through 2028-2029 school year
6.	SCUSD shall embed the Comprehensive Evaluation Process checklist into SEIS as a part of each student's IEP.	Each student's evaluation for Special Education follows the checklist, and all results are Collected and monitored in SEIS.		One time
7.	SCUSD shall establish edits on SEIS to 1) ensure IEP teams consider counseling and BIPs for students found eligible with ED or OHI and 2) ensure IEP teams consider second language acquisition factors. Revisions must be approved by IM prior to adoption by district.	SCUSD's SEIS reflects interventions and supports to promote more equitable assessment.	Aug 30, 2024	One time
8.	SCUSD shall ensure the availability of bilingual school psychologists and other assessors sufficient to conduct assessments	Students in SCUSD receive equitable evaluation services for special education,	Annually by Sep 1	Annually through

adopted by SCUSD, and approved by the IM); *Please note: the example is from Success Academy, which is different than the Success Academy within SCUSD.

This District Plan must include the collection and submission of impact data from educators and students disaggregated at least by race, gender, school, and grade. Specifically, the District must collect and report on fidelity of specifically adopted and employed, culturally responsive, and antiracist Tiers 1, 2 and 3 supports and efforts as well as disaggregated data for who have been referred and provided these strategies as well as the progressive impact of these strategies and supports.

SCUSD shall enable the IM access required to conduct the following monitoring activities:

	Comprehensive Evaluation Process checklist for all Black students, EL students, and a sample of students from other race/ethnic groups. (This data will be provided by SCUSD monthly.)		Starting 2024-2025 school year	Monthly through 2028-2029 school year
	counselor to student ratio to ensure sufficient	SCUSD has sufficient staffing to ensure students' BIPs are implemented properly.	Annually by Sep 1	Annually through 2028-2029 school year
	file reviews and focus groups to assess the	success in the district's programs and resources for EL students.	Initial assessment by Sep 15, then annually by May 1	Annually through 2028-2029 school year

Directives 10 and 12: Best Practices for IEPs and Timely and Appropriate FBAs and BIPs

10. Development of best practices, compliant with state and federal laws, to develop individualized education programs ("IEPs"), conduct IEP meetings, and related processes, including but not limited to, increased transparency (e.g., parents are notified in advance of participants, receive information about their rights, programs and services); accessibility, including language access; involvement of parents/guardians, and where appropriate, students, as equal participants with the District; contacting methods to maximize parent/guardian participation; a decision-making process/checklist geared toward placement in LRE and high academic standards; and the inclusion of District staff knowledgeable about and with the authority to identify and allocate appropriate programs, services, supports, and placements for students with IEPs

12. Timely and appropriate Functional Behavior Assessments ("FBAs") and development and implementation of Behavioral Intervention Plans ("BIPs")

Baseline Data Findings

No baselines were obtained for the following:

- IEP practices
- Timely completion of initial, triennial, and annual review IEPs
- Parent/guardian participation at IEP meetings
- Students' access to programming
- Language access including the timely translation of IEPs and provision of interpreters
- Timely and appropriate FBAs and BIPs

The absence of baseline measures necessitates the additional data request listed above in Table 2: Further data collection required as soon as possible.

Actions and Targets

Despite the lack of baseline data, the following actions are important to ensure alignment with best practices. Actions listed in the table below require the district to improve its IEP processes, including but not limited to identification and evaluation, FBAs, and BIPs, and make improvements to parent/family communication through staffing and Professional Development (PD). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the measurable targets, which will be developed in detail once the IM obtains requisite data.

- **T.** By August 15, 2024, the IM will establish outcomes for parent/family participation, language access issues, and timeliness of FBAs and BIPs.
- **U.** By August 15, 2024, the IM will establish outcomes for the timely completion of initial, triennial, and annual review IEPs.
- **V.** Every year, increasing proportions of parents/family members and secondary students responding to the survey, for whom the question is relevant, indicate an understanding of IEP processes and resources.

Re	equired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall review, analyze, and revise/update as needed the following Board (policies), associated ARs, and practices corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district. BP & AR 6158, Independent Study (should address appropriateness of independent study for students with disabilities as educational and disciplinary placements) BP & AR 6159.2, Nonpublic, Nonsectarian School And Agency Services For Special Education BP & AR 6159.3, Appointment Of Surrogate Parent For Special Education Students BP & AR 6164.5, Student Success Teams Revised policies must be approved by IM prior to adoption by district.	help reduce SCUSD's disproportionality and unequal access to assessments	Draft - Nov 15, 2024 Final - Jan 15, 2025	One time
2.	SCUSD shall provide FBA and BIP files for review and analysis by the IM Team to establish baseline data and targets.	require baseline data to establish realistic and	All baseline data to be provided by Sep 1, 2024	One time

3	3. Intended as a reiteration listed in this action plar execute improvements BIP, and Educationally Health Services (ERMH described in Tables 4, 6, and Appendix D of this	n. SCUSD shall to IEP, LRE, FBA, Related Mental IS) processes as , 8, 9, 16, 17, and 18	implements best practices, compliant with state and federal laws, to ensure timely, effective, and unbiased IEP processes (e.g., family engagement, language access, IRE academic support	All baseline data to be provided by Sep 1, 2024 See Tables 4, 6, 8, 9, 16, 17, and 18	See Tables 4, 6, 8, 9, 16, 17, and 18
	4. SCUSD shall create a se documents or cheat she and detail (across multiparents essential inform directly about IEPs, the processes for assessmer on what to do if a parer questions or concerns, the county's threshold IDocument must be appadoption by district.	pets to communicate tiple languages) to nation plainly and ir timeframes, and nts, and to guide staff nt/guardian has to be translated in all languages.	Parents/guardians have clear expectations, knowledge of resources, and an understanding of their and their children's rights as regards to special education.	Aug 30, 2024	Reviewed/ updated annually through 2028-2029 school year
,	5. SCUSD shall repurpose two district level parent across cultural (i.e. racia differences, to build corstudents with disabilities prioritizing candidates directly relevant to the	t/family liaisons al and linguistic) nmunity with es and their families, with lived experience	assisted in navigating IEP processes.	Hire family liaison by Sep 30, 2024 Job description by Aug 30, 2024	One time
	6. SCUSD shall develop at and training for front of anyone with a public-fa school site or central off respond to parents/guathem to appropriate res IEP/504 assessment pro Staff will be able to und to parents one-pagers winformation (see Table 2)	ffice staff (and acing position at a fice) so they can ardians (or direct sources) regarding occesses. Herstand and provide with the required	students who may have disabilities are assisted in navigating IEP and 504 processes. Reduce barriers for parents who seek to learn about support for their children.	Professional learning plan or guidance submitted to IM by Sep 15 2024; IM approves plan by Sep 15, 2024; Training annually by Sep 15	Annually through 2028-2029 school year

 6 "One-page" in this usage implies a short document that is easily accessible and understandable. It may need to be two pages (front and back of one sheet), for example, to do so.

7.	IM will investigate data provided by SCUSD	The IM has an accurate	Sep 15, 2024	One time
	 and develop baselines and outcomes in the following areas (see Table 2 for specific data needed from district): IEP practices; Timely completion of initial, triennial, and annual review IEPs; Parent/guardian notification of and participation at IEP meetings (in addition to participation by school administrators⁷). Program access; Language access, including the timely translation of IEPs and provision of interpreters; 	baseline against which it can measure the district's success in implementing best practices (compliant with state and federal laws), in developing IEPs, conducting IEP meetings, FBAs, BIPs, the efficacy of and need for SSTs, and translation/interpretation, to compare against best practices and statutory requirements.	Monitor quarterly Oct 1; Jan 1; Apr 1; Jun 1	Quarterly through 2028-2029 school yea
	Timely and appropriate FBAs and BIPsSST Effectiveness			
8.	SCUSD shall make available to IM a sample (at least current and past cohort schools and districtwide) of FBAs and BIPs for students experiencing disciplinary removals to gauge timeliness and appropriateness (matching diagnoses, IEPs/504s, and actual services) of these supports, including the effectiveness of BIP implementation (e.g., whether students with diagnoses such as ED, ASD, Attention Deficit Disorder, etc. are getting the support as expected for the disability category and specific manifestations of those diagnoses).	measure the district's success in improving timeliness and appropriateness of FBAs and BIPs.	Monitor quarterly Oct. 1; Jan 1; Apr 1; Jun 1	Quarterly through 2028-2029 school yea
9.	IM will conduct an annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, including their knowledge of, perceptions of, and participation in IEP processes. (Access and distribution will be conducted by SCUSD.)	The IM is able to monitor and measure the district's success in implementing best practices (compliant with state and federal laws) in parent/guardian and student engagement in IEP evaluation and meetings.	for baseline data of previous year Then	Annually through 2028-2029 school yea

⁷ In interviews, district staff indicated that school administrator attendance improves special education service delivery, continued adherence to IEP plans, and relationships with parents and guardians. This is supported by the <u>National Association of Elementary School Principals</u>.

Directive 11: Analyze the District's ERMHS

11. Analysis of the District's Educationally Related Mental Health Services ("ERMHS") teams and processes to promote adequate, effective, timely and appropriate access to students

Baseline Data Findings

In interviews with district staff, the IM team learned the following regarding ERMHS:

- Only students who have been identified for Special Education can access ERMHS, and it applies only to students who need "intensive" support. Students with more moderate/Tier 2 type needs are given more informal support and potentially a SpEd assessment;
- The district has hired additional social workers, which has helped the ERMHS process be more timely;
- ERMHS plans are revisited only every three years;
- Previously, most school social workers were not licensed clinicians and were not allowed to lead the ERMHS program. The district has since hired licensed clinicians and clinical interns;
- The ERMHS teams are currently reporting to an interim director as the supervisory position is not currently filled; and
- The ERMHS teams do not look at factors such as extreme poverty, lack of adequate instruction, and lack of attendance before making a final assessment.

Actions and Targets

The district must ensure that students have adequate, effective, timely, and appropriate access to ERMHS. Actions listed in the table below require the district to make procedural changes regarding ERMHS and allocate a sufficient budget to carry out those changes. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the fiveyear period designated by the settlement agreement.

- **W.** 90% of students identified for ERMHS have access to qualified support professionals and have their needs reviewed and addressed on an annual basis.
- **X.** 90% of students identified for ERMHS have their ERMHS meeting within time limits established by California Education Code.

Re	quired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall convene a district committee to consider whether the ERMHS guidelines and protocols need to be revised, ensuring compliance with law, and to better support students who may be impacted by trauma and other social environmental factors. SCUSD shall provide IM with committee roster, agendas and minutes including attendance, and final findings. Revisions must be approved by IM prior to completion and adoption.	provide effective and equitable support to students.	Oct 15, 2024	formation, meeting as needed
2.	SCUSD shall develop and institute a procedure that ensures that IEP meetings include a discussion on student's need for ERMHS services in alignment with IEP processes outlined in Tables 6 and 7, including specific guidance on the need, sufficiency, and efficacy of ERMHS services to provide a student with Free Appropriate Public Education (FAPE). These procedures must be approved by the IM prior to adoption by district.	appropriately referred to	Development of policies and procedures: Nov 15, 2024 Training provided on policies and procedures: March 15, 2025	One time
3.	SCUSD shall ensure a budget for additional ERMHS providers to enable timelier ERMHS processes and shall continue funding these positions proportionate to fluctuations in the student body and need. This budget process must be approved by the IM prior to adoption by district.	SCUSD students have adequate, effective, timely, and appropriate access to ERMHS.	Then annually by July 1	Annual budget planning to begin by start of budgeting process* and be finalized by end of budgeting process ⁸
4.	SCUSD shall ensure ERMHS teams develop and institute procedural guidance for ERMHS teams to include examining root causes related to students' barriers (e.g., extreme poverty, lack of adequate instruction, trauma, and lack of attendance) before making a final assessment—to be approved by IM—and making clear that a student does not	provide effective and equitable support to students.	May 15, 2025	One time

⁸ Awaiting timeline from SCUSD

	need to have any specific diagnosis or qualify for special education under any specific category to receive ERMHS. This process must be approved by the IM prior to adoption by district.			
Š	SCUSD shall enable the IM access required t	to conduct the following m	onitoring activ	vities:
	5. SCUSD shall enable IM to review ERMHS data, including eligibility criteria, staffing, and service delivery (compliant with applicable student confidentiality laws).	success in the district's ability to ensure students	quarterly –	Quarterly through 2028- 2029 school year

Directive 13: Reduce Use of Restraints and Seclusions for Students with Disabilities, Particularly Black Students

13. Substantial reduction in the overall use of and disproportionality in use of restraints and seclusion for students with disabilities and Black students with disabilities

Baseline Data Findings

Due to the low number of reported events in the use of restraints, expulsion/disciplinary transfers, and law enforcement referrals, additional data are required to determine the need for outcomes. The recorded events are likely an underrepresentation of current practices.

District staff also indicated troubling practices (that behavioral hearings appear to be alternatives to expulsions and that there are disciplinary transfers to Success Academy).

Despite what appears to be incomplete or inaccurate data, the trends are nevertheless concerning for Black students with and without disabilities, requiring further investigation.

- Only 14 restraints were recorded with 13 of these events (93%) occurring to students with disabilities and eight (57%) to Black students with disabilities.
- A total of 21 expulsions were reported—nine (43%) were students with disabilities, and four (19%) were Black students with disabilities. Black students with and without disabilities made up 10 (48%) of the 21 reported expulsions.
- A total of five law enforcement referrals were reported, four (80%) of which were of Black students and three (60%) were Black students with disabilities.

For the purpose of comparison, statewide figures are as follows: "Black students made up 5.1% of the California student population in 2021-22 school year but 17.5% of all students physically restrained, 24.0% of those secluded, and 39.1% mechanically restrained. Students with disabilities, who make up about 14% of students in California, represented 88.8% of students physically restrained and 50% of those secluded" (Borrelle & Monteiro-Endow, 2022)

Actions and Targets

The district must ensure that students with disabilities and Black students with disabilities are not disproportionately subjected to restraints, seclusions, and law enforcement referrals.

Actions listed in the table below require the district to make procedural changes regarding restraints and seclusions; and to build capacity to minimize the use of restraints and seclusions through Professional Development (PD) and uniform data

monitoring. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- **Y.** By the end of the end the 2024-2025 academic year, SCUSD shall cut the risk ratio among students with disabilities for experiencing restraints and seclusions by 50%.
- **Z.** By the end of the 2024-25 academic year, SCUSD shall cut the risk ratio of Black students with disabilities by 50%.
- **AA.** By the end of the 2025-26 academic year, 100% of students with disabilities experiencing restraints and seclusions, expulsions/disciplinary transfers, and law enforcement referrals are provided FBAs, BIPs, and counseling services including ERMHS.

	Table 9: Disproportionate Use of Restraints and Seclusions for Students with Disabilities, Particularly Black Students				
Re	quired Actions	Goal(s)	Timeframe	Frequency	
1.	complete data on physical restraints (501), mechanical restraints (502), and seclusions	Accurate and timely data is necessary to inform accurate and realistic baselines and goals.	Aug 21, 2024	One time	
	 Documentation for students both in general and special education who were restrained including handcuffing (i.e., incident reports in SIS and/or hardcopies) and Behavior Emergency Reports (BERs) 				
	 BERs for students listed on Appendix L; Restraint data maintained on Google Sheets or other site-level lists for each site and BERs if available 				
2.	complete data on law enforcement referrals and arrests for all students (general and	Accurate and timely data is necessary to inform accurate and realistic baselines and goals.	Aug 21, 2024	One time	

	documentation related to the law enforcement referral and/or arrest for students listed on Appendix L; Law enforcement data maintained on Google Sheets or other site-level lists for each site			
3.	needed school discipline policies (as described in Table 3), including BP & AR 5145.11, Questioning And Apprehension By	restraints, law enforcement interventions, and removal from current placements for students with disabilities.	Draft for BP and AR - Nov 15, 2024 Final BP - Jan 1, 2025 Adoption of the AR - March 15, 2025	One time
4.	procedural manual regarding the use of restraint/seclusion that ensures safeguards for students with disabilities and Black	SCUSD substantially reduces the overall use of restraints and seclusion for students with disabilities and Black students with disabilities.	Sep 30, 2024	One time
5.	aligned with the procedural manual, regarding the use of restraint, seclusion, and trauma-informed de-escalation processes, to all relevant staff (special education staff, school administrators, and any school staff responsible for responding to student behavior). To address underreporting and to increase	SCUSD school staff are equipped with the knowledge required to minimize the use of restraints and seclusion in general and safeguard students with disabilities and Black students with disabilities regarding restraints, expulsions / disciplinary	2025	Annual training refreshers through 2028-2029 school year

	1 , , 1			
	whom to report, who reports, who oversees, and who monitors the data. This professional development plan and its providers must include an assessment process to measure impact.	transfers, and law enforcement referrals.		
6.	SCUSD shall develop or improve a uniform and districtwide, student-level data monitoring system (e.g. SIS) for the use of restraint and seclusion and shall prohibit the use of individual school-site monitoring mechanisms.	ability to analyze restraint and seclusion data in a	Aug 30, 2024	One time
7.	SCUSD shall provide to the IM monthly reports of updated reports for disciplinary practices including expulsions/disciplinary transfers, restraints required to be reported and posted, and law enforcement referrals (including follow-up services) – highlighting and synthesizing data for students with disabilities and Black students as compared to overall population to determine if disparities exist for students with disabilities and Black students with disabilities.		Monthly, starting 2024-2025	Monthly through 2028-2029 school year
SCI	USD shall enable the IM access required to co	onduct the following monitori	ng activities:	
8.	IM will observe PD and review PD records – including metrics to measure training impact - to ensure relevant staff are trained on the procedural manual and de-escalation.	The IM is able to monitor the district's success in implementing the restraints/seclusion procedural manual.	Annually by Jun 15 (for 2024- 2025 year, by Jan 15, 2025)	Annually through 2028-2029 school year
9.	Given multiple data sources, IM will conduct monthly data validation audits of restraint and seclusion data (including follow-up services).	The IM is able to authenticate data quality (accurate recording and reporting) while also monitoring progress toward reduced use of restraints and seclusion and reduced disparity.	Starting 2024-2025	Monthly through 2028-2029 school year
10.	IM will investigate disciplinary practices including restraints, expulsions/disciplinary transfers, and law enforcement referrals to determine if disparities exist for students with disabilities and Black students with disabilities.	The IM is able to monitor success in the implementation of improved disciplinary practices and the reduction of disparity.	Monitor quarterly Oct 1, Jan 1, Apr 1, Jun 1	Quarterly through 2028-2029 school year

Directive 14: Ensure SELPA Procedural Guide Is Usable for Parents/Guardians and Staff

14. Adequate and appropriate use of best practices regarding the District's/Special Education Local Plan Area's ("SELPA") Special Education Procedural Guide as a usable and accessible resource for parents/guardians and District staff

Baseline Data Findings

IM reviewed the SELPA Procedural Guides for Student Discipline, Behavioral Emergency Procedures and Interventions, FBA, and BIP. The IM found that the current policies contain legal jargon drawn nearly entirely from state code. This is not approachable for families.

Actions and Targets

It is essential that SCUSD have a Special Education Policy and Procedures Guide that is written in plain language and approachable for students and families. It must be inclusive of all policies relevant to special education services and students with disabilities, and it must spell out SCUSD's procedures in a transparent way so that families understand their and their students' rights and what to expect with special education services. By housing these policies in one guiding document, students, families, and staff will have easier access to relevant information. Actions listed in the table below require the district to produce such a guide with input from community, translated into all of the county's threshold languages. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- **BB.** The district will produce a Special Education Policy and Procedures Guide in plain, accessible language and translate it into all of the county's threshold languages by the date listed.
- **CC.** Every year, a majority of parents/families and secondary students responding to the survey, for whom the question is relevant, indicate that they found the guide useful and accessible.

,	Tal	able 10: SELPA Guide as a Usable Resource for Parents/Families			
	Required Actions		Goal(s)	Timeframe	Frequency
	1.	SCUSD shall, in partnership with a joint staff and Community Advisory Committee, review and revise, if necessary, the SELPA Procedural Guide to ensure that it conforms	consistent with current California Education Code and	Sept 3, 2024	One time

	to current law and reflects a cultural/equity lens. This partnership must include integral collaboration with members of IM Team with explicit expertise in SpEd. Revisions must be approved by IM prior to adoption by district.			
2	Based on input from the Community Advisory Committee, SCUSD shall revise the SELPA Procedural Guide so that it is written in approachable language for parents, students, and staff (rather than legal jargon drawn nearly entirely from state code). Section summaries must be included, written in approachable language. Revisions must be approved by IM prior to adoption by district.	staff, students, and families to better enable advocacy on behalf of students.	CAC review: Sept 3, 2024 Plaintiffs review: Sept 24, 2024 Final: Sept 30, 2024	One time
3	SCUSD shall translate the SELPA Procedural Guide into Sacramento County's threshold languages: Spanish, Vietnamese, Cantonese, Russian, and Hmong.	SCUSD's SELPA procedures are accessible to and usable by students and families who do not have English fluency to ensure more equitable access to information.	Within 2 weeks of IM's approval	One time
4	SCUSD shall make any approved revisions to its SELPA Procedural Guide available online, in print, and otherwise within two weeks of revisions being approved.	SCUSD's SELPA procedures are available and easily accessible to and usable by students and families.	IM's	One time with ongoing maintenance
	SCUSD shall adopt a policy to regularly review and update the SELPA Procedural Guide as needed to stay compliant with current law as well as maintain equitable accessibility and user-friendliness. (See Appendix E: GAMUT from the CSBA.)	SCUSD's SELPA procedures are available and easily accessible to and usable by students and families.	August 19, 2024	One time with ongoing maintenance
(SCUSD shall develop and conduct an annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include a question pertaining to whether they found the guide useful and accessible.	The IM is able to monitor success in advancing parent/family and staff access to and understanding of special education processes.	Sep 15, 2024, then Annually by Apr 30	Annually through 2028-2029 school year

	Surveys must be approved by IM prior to adoption by district.			
9	SCUSD shall enable the IM access required to conduct the following monitoring activities:			
	7. IM will monitor the implementation of the revised SELPA Procedural Guide through interviews, focus groups, file reviews, and survey dissemination, as necessary.	success in the implementation of the revised manual and	by June, starting in	Annually through 2028-2029 school year
	8. IM will analyze annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include a question pertaining to whether they found the guide useful and accessible.	success in advancing parent/family and staff access	2024, then Annually	Annually through 2028-2029 school year

Directive 15: Ensure Sufficient Ratio of School Psychologists

15. The ratio of school psychologists to students to effectively provide and support MTSS interventions and comprehensive school support services

Baseline Data Findings

SCUSD is suffering from staffing shortages that are affecting the quality of special education services accessible to students with disabilities and Black students with disabilities. For example:

- aa. The district currently has a ratio of 688 students for every 1 school psychologist—a ratio of 500:1 is recommended by the National Association of School Psychologists (NASP).⁹
- bb. Special education teachers currently have a 13% vacancy rate (42 full-time equivalent [FTE] vacancies for 317 FTE positions).

Actions and Targets

Across California, there is a shortage of qualified special education and related service providers, including school psychologists, BCBAs, and speech therapists. To a large extent, this problem is outside a district's control. Furthermore, even adding new staff may not resolve the issues of inadequate supports for students with disabilities, as they are not simply a question of ratio but also a question of practices employed. In addition to making procedural revisions listed elsewhere in this plan, SCUSD will need to devise effective recruitment and retention strategies to combat the shortages in the field and staff its special education programs with lasting impact. Actions listed in the table below require the district to put together and carry out a recruitment and retention strategy to address the insufficient ratio. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- **DD.** SCUSD will reduce the school psychologist: student ratio to 500:1, which, at current ratios, means hiring 21 FTE psychologists as soon as possible, within the five-year timeframe.
- **EE.** SCUSD will reduce the special education vacancy rate by half each year.

⁹ The ratio of one school psychologist for every 500 students is recommended in the 2020 NASP Professional Standards. The standards describe the role of the school psychologist as follows: "School psychologists support children, youth, families, and schools through the identification of appropriate evidence-based educational and mental and behavioral health services for all children and youth; implementation of professional practices that are data driven and culturally responsive; delivery of a continuum of services for children, youth, families, and schools from prevention to intervention and evaluation; and advocacy for the value of school psychological services."

Rec	quired Actions	Goal(s)	Timeframe	Frequency
1.	 strategies to support a larger number of School Psychologists, Special Education Teachers, Paraprofessionals, Social Workers,¹⁰ and Board-Certified Behavior Analysts. Recruitment and retention plan must be approved by IM prior to adoption by district. In its plan, the district needs to provide job 	SCUSD commits to staffing plan that will enable better identification of and support for students with disabilities and remove the risk of students falling through the cracks when staff do not recognize duties that fall under their job responsibilities. The plan must clearly outline who is responsible for the services needed.		Revised annually through 2028-2029 school year
2.			2024	Annually through 2028-2029 school year
SC	USD shall enable the IM access required to co	onduct the following monitori	ng activities:	:
3.	IM will review district hiring and retention rates and trends.	The IM is able to monitor the district's success in staffing practices for recruitment and retention, including improvements in the psychologist: student ratio.	2024, then annually by	Annually through 2028-2029 school year

¹⁰ Guidance for appropriate ratios for social workers can be found in the <u>National Association of Social Workers' Standards</u>: "School social work services should be provided at a ratio of one school social worker to each school building serving up to 250 general education students, or a ratio of 1:250 students. When a school social worker is providing services to students with intensive needs, a lower ratio, such as 1:50, is suggested."

Directive 16: Implement Data-Driven Systems to Recruit and Retain Diverse School Staff

16. Substantial implementation of data-driven programs and systems to recruit and retain diverse teaching staff and school site administrators

Baseline Data Findings

The aforementioned vacancy rates and statewide staffing shortages make it difficult for school districts to recruit and retain diverse staff. Nevertheless, this is an important dimension of delivering culturally responsive special education services. The IM requested that the district provide data on the number of classified and certificated staff in each school, disaggregated by race and gender, but these data were not made available, indicating a potential need for more robust and accessible human resource data monitoring systems.

The most recent SCUSD data on staff racial/ethnic composition posted on <u>Ed Data</u> is from 2018–19. Although these data are out-of-date, they do demonstrate that the teaching body is not representative of the student body in the district, particularly in terms of Black and Hispanic/Latino students.

- a. Black teachers in 2018–19: 5.9%
- b. Black students in 2018–19: 15.5%
- c. Black student-to-teacher ratio: 2.7:1
- d. Hispanic/Latino teachers in 2018–19: 14.0%
- e. Hispanic/Latino students in 2018–19: 40.1%
- f. Hispanic/Latino student-to-teacher ratio: 2.9:1

It is important to note that research demonstrates that a representative staff is less likely to over-identify Black boys for special education (Hart, Lindsay, et al., 2024).

Actions and Targets

The district can enhance its understanding of how to recruit and retain diverse staff by developing a system to monitor retention and turnover by race/ethnicity and other staff characteristics. Actions listed in the table below require the district to put together and carry out a recruitment and retention strategy to promote diversity in teaching staff and school administrators; develop or improve a data monitoring system for staff turnover and retention by race/ethnicity; and research and implement strategies based on trends the IM discovers in the analyses derived from the data monitoring system (including an IM-developed survey). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- **FF.** District maintains data systems to track staff turnover and staffing needs. This system will connect with the district's larger knowledge management system.
- **GG.** District develops and executes a plan to improve student-to-staff ratios that mirror the demographics of students in particular, those represented in this settlement.

Rec	quired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall devise <u>recruitment</u> and <u>retention</u> strategies to support a more diverse staff of teachers, special education teachers, social workers, BCBAs, school psychologists, school administrators. This plan shall include best practices in recruiting and retaining diverse staff (see Table 14 pertaining to Directive 18). Recruitment and retention plan must be approved by IM prior to adoption by district.		2024	Revised annually through 2028-2029 school year.
2.	SCUSD shall develop a data monitoring approach and system (connected with the district's larger knowledge management system) whereby staffing trends in hiring, retention/turnover and unmet needs (i.e., through an annual, IM-approved staff survey) can be analyzed according to race/ethnicity, subject area, school type, disability status, and position.	The district is able to make data-driven decisions around staffing recruitment and retention strategies.		One time to set up data system; Annual staff survey through 2028-2029 school year
3.	Based on staffing trends revealed in data analyses, SCUSD shall research and implement strategies to retain diverse staff.		2025	Annually through 2028-2029 school year
4.	SCUSD shall develop criteria and implement a policy wherein special education teachers that are hired centrally are placed using priority criteria—by placing the highest qualified in school sites with the highest needs.	1 1 1	2024	Annually through 2028-2029 school year
5.	SCUSD shall investigate the benefits and challenges and report recommendations to the IM for moving hiring decisions to the same time as other districts in the region.	*	Dec 2024	One time

6.	SCUSD shall plan and conduct a review of potential bottlenecks in hiring procedures. For example, SCUSD shall review how long each aspect of the hiring process takes (posting opening; how long it takes to send out letters once a decision is made, etc.). A historical review shall be conducted on the previous year's processes; moving forward, each review will assess the current year's process.	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	review by Sep 15, 2024; Modify process as	Year 1 reviewed Oct 2024 and Mar 2025, then annually through 2028-2029 school year
7.	SCUSD shall prepare annual reports on employee demographics including without limitation race and ethnicity (as specific as possible, capturing at least Asian, Black, Hispanic/Latine, Indigenous/ Native American, Pacific Islander, and white employees), gender, and disability status – compared to student demographics to determine whether and for which areas for improved representation remain. Data will be provided to IM and reported to Board annually.	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	Provided to IM annually by Sep 30; Shared with Board Annually at Oct, Board meeting	Annually through 2028-2029 school year
SC	USD shall enable the IM access required to cor	nduct the following monitorin	g activities	
8.	IM will review district hiring and retention rates and trends.	The IM is able to monitor the district's success in increasing the diversity of school-based staff.	Annually by Jun 30 (Sep 30 for year 1)	Annually through 2028-2029 school year
9.	IM will conduct an annual staff survey to capture the unmet needs, areas of satisfaction, and possible reasons for leaving the profession among teachers and administrators (and other staff members) to comply with Directive 18) particularly among underrepresented races/ethnicities.	The IM and the district have data to inform strategies to retain teaching staff and school administrators from under-represented races/ethnicities.	Annually by Dec 15	Annually through 2028-2029 school year
10.	IM will review and approve monthly, quarterly, and annual reports and monitor timeliness of reports.	The IM and the district have and review data to inform efforts and impact.	Starting 2024-2025 school year	Monthly, quarterly, annually, through 2028-2029 school year

Directive 17: Implement Professional Development for Special Education Obligations and Culturally Responsive Pedagogy, with Associated Outcomes Measurement

17. Implementation of an ongoing professional development system (including training and coaching) based on students', teachers', and staff's needs, the effectiveness of which is measurable, including the goals of establishing and maintaining substantial competency among staff regarding obligations under special education laws consistently applying best practices and culturally responsive pedagogy for educating students with disabilities and Black students with disabilities

Baseline Data Findings

There were no cultural responsiveness data findings as a result of barriers encountered. The first actions therefore center on data collection activities, including walk-throughs where IM team members observe school site practices on SCUSD campuses (Equity Walks), and a ~15-minute, online survey intended to measure how schools and the district self-assess along cultural proficiency indicators. Although communications about both the Equity Walks and Cultural Proficiency Self-Assessment went out to schools in February 2024, as of this writing, none of these requests has borne fruit.

Actions and Targets

The IM requires that SCUSD implement an ongoing Professional Development (PD) system (including training and coaching) based on students', teachers', and staff's needs, the effectiveness of which is measurable, including the goals of establishing and maintaining substantial competency among staff regarding obligations under special education laws consistently applying best practices and culturally responsive pedagogy for educating students with disabilities and Black students with disabilities.

- **HH.** A minimum of 75% of staff return Cultural Proficiency Self-Assessment survey (25 schools per annual cohort). (See Appendix F.)
- **II.** Equity audits demonstrate that all schools measure at "cultural competence" or advance at least one standard on the Cultural Proficiency Self-Assessment rubric (see Appendix F) between pre- and post-assessments (25 schools per annual cohort).
- **JJ.** The majority (50%+) of staff demonstrate growth through feedback and continuous improvement (CI) cycle data.

Table 13: Professional Development (PD) for Special Education Obligations and Culturally Responsive Pedagogy			
Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall develop a comprehensive PD plan (scope and sequence, training material calendar) regarding cultural proficiency policies, required data monitoring and usage and special education obligations. SCUSD must monitor who is required to attend compared to who does and does not attend and participate fully and must assess its impact of each training topic. This plan must be approved by the IM priod to adoption by the district.	clearly spelled out in ge, advance of the start of the school year.	Sep 15, 2024 then Annually by Jul 30	Delivered annually through 2028- 2029 school year
 SCUSD shall secure a regular time of at least 30 minutes each month for IM to engage with all principals on topics related to monitoring for action plan. 	st SCUSD ensures timely and relevant communication between IM and sites/departments.	Aug 30, 2024	Monthly through 2028- 2029 school year
3. SCUSD shall develop a districtwide Professional and Leadership Development Framework that must include how community leadership will be assured, shared, and integrated into professional development efforts related to Directive 13. This plan must be approved by the IM prio to adoption by the district.	1 1	Draft by Dec 2024; final by Mar 2025	One time
4. SCUSD shall commit sufficient resources to carry out Professional and Leadership Development as determined by framework	resources to demonstrate	Sep 15, 2024 then Annually by Jul 31	Annually through 2028- 2029 school year
5. SCUSD shall ensure all schools are oriented to the action plan in order to:□ calibrate understanding of the action plan,	The district has a comprehensive approach for equity-centered and data driven	Oct 1, 2024 then Annually by August 31	Annually through 2028-

	<u> </u>	understand and analyze their own data and	improvement, which is		2029 school
	_	related root causes as it relates to the settlement and action plan,	implemented across the district in three cohorts of		year
ַ	3	develop an annual problem of practice and equity/improvement (SMART-E) goals,	25 sites over three years, to address the settlement.		
	_	develop a site action plan and commit resources (people, PD plans, partners, programs, time, etc.) to its success, and			
	3	begin the development of their self- assessment portfolio to be used for monitoring.			
	6.	SCUSD shall ensure the delivery of approved, school-led/district calibrated, anti-racist and equity-centered PD to occur monthly, for a minimum of 90 minutes a month. This PD shall engage the majority of staff (all staff PD) for at least current and past cohort schools and districtwide. SCUSD shall maintain and report attendance records and shall measure and report impact. Selected equity-centered PD plans and/or providers must be approved by the IM prior to adoption.	and supports ongoing PD aligned with addressing settlement.	Starting by Mar 2025, continuing through 2028- 2029 school year	Monthly through 2028- 2029 school year
	7.	SCUSD shall facilitate a semi-annual distribution and completion of the online Cultural Proficiency Self-Assessment survey to site and district staff, as well as parents. Completion requires a minimum of 75% participation by each site staff. SCUSD and sites will engage in outreach needed to achieve a minimum of 50% return from families. Distribution and outreach plans must be approved by the IM.	establish a quantitative baseline and subsequently monitor the district's success in advancing cultural proficiency at the school level and districtwide.	Surveys completed by Oct 1 and Apr 1 each year; Survey reports to be shared annually by end of Nov and May	Semi-annual (Oct. and Apr) through 2028- 2029 school year
8	3.	SCUSD shall facilitate the regular (annual) distribution and completion of an online Staff Capacity survey (see Appendix H). A minimum of 75% of school personnel must complete the tool from each school. The survey will be given in conjunction with the Cultural Proficiency Self-Assessment survey. In 2024-2025, the survey will be given twice; in future years, the survey will be	quantitative baseline and subsequently monitor the district's success in advancing	Annually by Oct 1 and Apr 1	Semi-annual (Oct and Apr) for 2024-2025 year; Annual (Apr) thereafter through 2028- 2029 school year

	administered during the spring. See	school level and		
	Appendix I for draft survey.	districtwide.		
9.	SCUSD shall follow all actions described in Tables 4, 6, 7, and 9 pertaining to PD planning and execution related to inclusive schools, LRE, comprehensive evaluation checklist, Child Find obligations, general education interventions (such as SSTs), and procedures to minimize use of restraints and seclusions.	The district establishes and maintains substantial competency among staff regarding obligations under special education laws and consistently applies best practices for educating students with disabilities and Black students with disabilities.	See Tables 4, 6, 7, 9	See Tables 4, 6, 7, 9
10.	SCUSD shall develop yearly cohorts of ~25 schools based on criteria established with IM to prioritize students and families represented by the settlement and to diversify the cohort. Cohort schools and a district team will develop diverse and representative leadership teams – Site Implementation Teams (including students, families, and community members) who will engage in a summer institute to prepare them to serve as liaisons and lead the Equity Audits (Portfolios). In preparation, they will Arrive with and interrogate qualitative, quantitative, and empirical data related to settlement to review and calibrate, Engage in root cause analysis focused on focal students with disabilities, Black students with disabilities, and Black students, Develop a related Problem of Practice to guide their continuous improvement for the year, Further develop an action and professional development plan (with timeline and impact monitoring) to align	cohort schools to self- assess progress for transforming inequities with a triangulation of data—qualitative, quantitative, and empirical. SCUSD is able to assess progress in the area of cultural proficiency and 22 Directives.	Cohorts identified and communicated by August 31, 2024 Cohorts identified by Oct 1, 2024 Summer institute completed by Oct 31, 2024 for Cohort 1, after that by August 31 annually	2029 school

	their data to their programs and address their Problem of Practice, Begin the development of Equity Audit Portfolios as monitoring tools for their sites Cohorts, Leadership Team criteria, and summer institute must be approved by the IM prior to adoption.			
11.	SCUSD shall schedule quarterly, 4-hour "Community of Practice" meetings for cohorts and community to engage in monitoring activities aligned with continuous improvement (led by the IM) towards developing annual Equity Audit Portfolios. For the first sessions of 2024, SCUSD will work with IM for IM to determine scaffolding (by Sep 1 as part of scheduling) to support success (i.e. smaller, specific teams, topics, etc.)	analyses drive continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).	annually by	Quarterly through 2028- 2029 school year
12.	SCUSD ensures that cohort schools engage with monthly monitoring visits with IM team. Activities may include: Communication Planning Data Collection/Review Equity Walks File Reviews Interviews, Focus Groups Observations Planning Meetings Progress Reviews	District and school-level analyses drive continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).	Starting 2024-2025	Monthly per site
13.	SCUSD shall systematize and schedule Equity Walks (see Appendix G) for cohort schools, ensuring district, school, and community representation to collect and use data as part of annual equity audits. The plan and schedule must be approved by the IM before adoption.	The IM and district are able to monitor progress vis-a-vis schools' practices toward and the experiences of Black students, students with disabilities, and Black students with disabilities.	Plan and schedule due annually by Sep 1; 1st round completed annually by Dec 15; 2nd round completed	Every semester for current cohort (by Dec 15 and Apr 15) through 2028- 2029 school year

14.	SCUSD SELPA director or whomever is	A	nnually by Apr 15 Starting 2024-	Weekly
	determined to serve as the BPSB settlement point person shall meet with IM team representative at least weekly to engage in collaboration, calibration, and coaching.	prepared with 2	025 school rear	through 2028- 2029 school year
SCI	USD shall enable the IM access required to co	onduct the following monit	oring activitie	s:
15.	IM will review agendas, attendance, minutes, and impact data for all principal meetings, PDs, collaborations, and committee meetings (district committees and IM committees and subcommittees) listed.	processes that are	Starting 2024-2025 school year	Monthly through 2028- 2029 school year
16.	IM will conduct focus groups and interviews as needed to monitor participant engagement, satisfaction, and perceived impact of PDs and committee meetings (district committees and IM committees and subcommittees).	The IM is able to monitor how well implementation is going.	By Sep 15 s 2024, then Aug 14 annually	Annually through 2028- 2029 school year
17.	IM will analyze, with school and community partners annual Cultural Proficiency Self- Assessment survey results and provide site level and district level reports.	The district and sites are aware of their strengths and needs regarding cultural proficiency.		Semi- Annually through 2028-2029 school year
18.	IM will develop the Staff Capacity survey, provide an opportunity for feedback from the Oversight Committee (Sept 2024), with IM making final decisions on survey revisions.	The IM has a tool to measure district staff capacity to meet the needs of students with disabilities	Initial survey provided to SCUSD Sep 1, 2024, Feedback from SCUSD Sep 15, 2024, Final survey Oct 2024	One time

	IM will conduct annual analyses of the Staff Capacity survey. IM will attend and observe summer institute in which key information is disseminated	The IM is able to monitor the district's success in advancing staff capacity to support students with disabilities at the school level and districtwide. The IM is able to monitor processes that are	Analysis completed annually by Jul 30 (starting in 2025) Starting 2024-2025	Annually through 2028-2029 school year Monthly through 2028-
	and in which Site Implementation Teams engage in root cause analysis and develop Problems of Practice and action plans.	advancing the aims of the action plan.	school year	2029 school year
21.	IM Team will facilitate monthly Community of Practice meetings to calibrate cohort schools in developing Equity Audit Portfolios as monitoring tools.	Cohort schools will efficiently and effectively participate in monitoring activities with agency.	Quarterly - Nov, Jan, Mar, May	Quarterly through 2028- 2029 school year
22.	IM Team will engage in monthly monitoring visits or work on behalf of each cohort site.	IM monitors school-level continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).	Starting 2024-2025	Monthly per site
23.	IM will conduct one-hour in-person Equity Walks, in annual cohorts of 25 school sites over three years, by a small team that is coconstructed with school leadership to observe classrooms and the experiences of students with disabilities, Black students, and Black students with disabilities. IM will analyze Equity Walk data and produce districtwide findings each semester.	The IM is able to establish a baseline and subsequent progress vis-a-vis schools' practices toward and the experiences of Black students, students with disabilities, and Black students with disabilities.	_	Twice a year through 2028- 2029 school year
24.	IM will personalize Key Driver Diagram (KDD) in Appendix J for triangulation of data to be included in Equity Audit Portfolios (to be used as monitoring tools) and will facilitate a community review cohort schools' equity audits.	The IM is able to monitor progress in cultural proficiency using a standardized measure.	KDD by Sep 15 Community reviews annually by Jun 15	Annually through 2028- 2029 school year
25.	IM will review any updated labor contracts, job descriptions, and evaluations resulting from contract negotiations.	The IM is able to monitor changes to labor contracts that will enable unimpeded implementation of equityadvancing actions.	Annually by Mar 30	Annually through 2028- 2029 school year

26. IM will review district and school budgets and budgeting review processes.	The IM is able to recognize the district's commitment to fully resource efforts to address the settlement	Annually before May 15	Annually through 2028- 2029 school year
27. IM team will host data monitoring sessions each month with district and community representatives.	agreement. The district and community share in strategic monitoring activities and develop capacity to selfmonitor over time.	Starting Nov 2024	Monthly through 2028-2029 school year

Directive 18: Diversify District Workforce with Black, Indigenous, and People of Color (BIPOC) Employees and Employees with Disabilities

18. Targeted outreach and recruitment focused on diversifying the District's workforce, specifically to reach measurable improvement in the hiring of and retention of the Black, Indigenous and people of color (BIPOC) employees and employees with disabilities in each of the following groups: teachers, classified staff, and service providers

Baseline Data Findings

As mentioned under Directive 16, the IM requested that the district provide data on the number of classified and certificated staff in each school, disaggregated by race and gender, but these data were not made available. Data posted on Ed Data from 2018–19 show that the teaching body is not representative of the student body in the district (see Baseline Data Findings section under Directive 16). More recent data from CDE's Data Quest system are available for classified personnel only and show proportionate representation of Black classified staff and nearly proportionate representation of Hispanic/Latino classified staff.

- a. Black classified staff in 2022–23: 16.2%
- b. Black students in 2022–23: 13.1%
- c. Hispanic/Latino classified staff in 2022–23: 37.3%
- d. Hispanic/Latino students in 2022-23: 41.5%

Although these data are useful, they are not sufficient to inform the targets for the representation of BIPOC and people with disabilities among teachers, classified staff, and service providers.

Actions and Targets

Despite staffing shortages, SCUSD must make every effort to recruit BIPOC educators and educators with disabilities, and to support them to stay in the district, so that the teaching and support staff is more representative of the community. Actions listed under Directive 16 apply to this directive. Additionally, the district must commit to a staffing plan that promotes diversity in hiring and retention of teachers, classified staff, and service providers. The district also is required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in this and other table(s), designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

KK. District maintains data systems to track staff hiring and retention.

LL. District develops and executes a plan to hire and support teachers to improve student-to-staff ratios that mirror the demographics of students – in particular, those represented in this settlement.

Tal	ble 14: Diversify District Workforce			
Rec	quired Actions	Goal(s)	Timeframe	Frequency
1.	SCUSD shall review, analyze, and revise/update as needed the following Board policy (policies) and associated ARs corresponding to this specific directive to ensure attention to equitable and just outcomes and consistency and accountability across the district. BP & AR 4030, Nondiscrimination In Employment Revised policies must be approved by IM prior to adoption by district.	diverse and talented workforce that represents the demographics of its students	Draft - Nov 15, 2024 Final - Jan 15, 2025	One time
2.	SCUSD shall research best practices in recruitment and retention of BIPOC employees and employees with disabilities and produce an informal research brief for the IM to review. As part of this research, SCUSD will research and consider intentional partnerships (local or national) with credentialing programs known to serve and focus on focal populations as well as "Grow Your Own" programs for areas requiring improvement. Research and recommendations will be shared with IM and Oversight Committee.	SCUSD's recruitment and retention plan is based on current relevant best practice research.	Oct 1, 2024	One time
3.	SCUSD shall develop an SCUSD-specific formal recruitment and retention plan, with input from plaintiffs. Effective recruitment strategies may include pipeline mechanisms, such as a teaching academy within SCUSD for SCUSD students that creates a pipeline to higher education/teaching credentials with a route back to SCUSD. Effective retention structures might include mentor programs or	providers who are BIPOC and/or who have disabilities.	Sep 1, 2024	Update annually through 2028-2029 school year

			1	
	district support for affinity group meetings and other support. ¹¹ Recruitment and retention plan must be approved by IM prior to adoption by district.			
4.	employee demographics including without limitation race and ethnicity (as specific as possible, capturing at least Asian, Black, Hispanic/Latine, Indigenous/Native	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	September 30,	Annually through 2028-2029 school year
SC	USD shall enable the IM access required to co	onduct the following monitori	ng activities:	
5.	rates and trends (see also actions and monitoring activities listed under Directive 16, Table 12).	The IM is able to monitor the district's success in increasing the representation of BIPOC and people with disabilities among teachers, classified staff, and service providers' staff.	then	Annually through 2028-2029 school year
6.	quarterly, and annual reports and monitor	The IM and the district have and review data to inform efforts and impact.	quarterly, annually	Monthly, quarterly, annually, through 2028-2029 school year

¹¹ To the extent that they have been shown to be effective, SCUSD may choose to maintain and financially sustain existing related strategies, such as:

School site administrators' program that provides financial support for teacher leaders to become administrators;

Classified staff to certified teacher pathway grant that supports staff (i.e., IEP paraprofessionals/instructional aides) who want to complete their bachelor's degree and get a teaching credential;

Recruitment for all levels of positions in "unique places" including the state fair, laundromats, junior colleges, and churches, and

Networking events for BIPOC educators/ allies that aim to build connections among staff, increase retention.

Directive 19: Implement Independent Monitor Updates on Progress Toward Action Plan

19. Implementation of a mechanism for the Independent Monitor to, in collaboration with the District, present at publicly agendized workshops before the District's Board of Education to provide an update to the District's Board of Education and community on the District's progress implementing the provisions of the Action Plan and outcomes, to occur at a minimum, biannually

Baseline Data Findings

The IM's investigation into current communications and communications structures—internal to SCUSD, across SCUSD, and with SCUSD families and communities—revealed that these systems do not lead to clarity or transparency. Fixing communications structures is a necessary step to ensure that workshops and board presentations are effective and transparent. Furthermore, based on interviews, observations, and interactions in preparing the action plan, it is clear that the perception and actual level of competing efforts result in the de-prioritization of the students and families represented in the lawsuit and settlement agreement. It will, therefore, be necessary to put in place dedicated resources and personnel to ensure that the action plan progresses as intended.

Actions and Targets

The IM shall work in collaboration with the district to present updates on the district's progress toward implementing the action plan no less than twice a year before the District's Board of Education. These presentations will be public (and publicly agendized) and will complement transparency established through data dashboards (see Directive 21, Table 17) and the knowledge management system described below.

Although there exist other actions in this plan related to developing, improving, and using systems to ensure consistency with critical policies, practices, and programs, there are additional actions needed to shore up communications and communications structures to ensure accessibility to information. To advance transparency and to enable public engagement with the progress being made toward the terms of the settlement agreement, the public must have ready access to up-to-date information and knowledge. To this end, SCUSD will define, develop, and ensure dedicated resources for a knowledge management effort that ensures proactive systems for accessing essential information (policies, procedures, essential and disaggregated data) pertaining to the settlement.

Furthermore, to ensure the district adequately resources the effort to meet the terms of the settlement agreement, SCUSD will need to assign dedicated personnel to the work. As with other recommendations, this is not about adding numbers of staff

with general oversight but rather adding or repurposing staff to dedicated work that is not reprioritized based on competing efforts. To be approved by the IM, the district must design a plan and secure and allocate dedicated resources for the plan to ensure that additional supports are not deprioritized as competing efforts arise. At the very minimum, this support must have dedicated hours and responsibilities and be competent in data systems and facilitation.

Actions listed in the table below require the district to create conditions that will enable the IM to keep the board and community apprised of progress toward accomplishing action plan deliverables and targets. Namely, the district must create centralized knowledge and data access and sufficiently resource and staff efforts to carry out the action plan. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. The aim of these actions is to affect the following measurable targets within the timeframes indicated:

MM. By the end of each fiscal year (June 30), the IM has made no less than four presentations to the District Board of Education and community, providing updates on action plan implementation and progress.

NN. By October 1, 2024, SCUSD is sufficiently resourced and staffed to execute the action plan and terms of the settlement agreement.

Table 15: Independent Monitor Updates o			
Required Actions	Goal(s)	Timeframe	Frequency
 SCUSD shall formally train IM team representatives, as well as a wider group of district representatives, on the use and integration of data systems (the larger knowledge management system) relevant to the required monitoring. District representatives to be trained must include – at least: all student services staff, all sped staff, one school administrator, one counselor, and one clerical position charged with data input, any District administrators that oversee student discipline or safety-related transfers, 	The IM gains access to data systems required for assessing a baseline and subsequent monitoring of district and student characteristics and outcomes.	Current System by Oct 1, 2024 New system by Feb 1, 2025	One Time

	 representatives from BPSB/plaintiffs (for non-confidential, outward facing data reporting). 			
Att	e final list must be approved by the IM. sendance and impact data from the training list be shared with the IM.			
2.	SCUSD shall determine a means to collect and report data to measure fidelity and progress for using its updated data system. Such data must include a tracking mechanism for when, where, and how the systems is used and can also include qualitative data collected via surveys or focus groups. The final plan must be approved by the IM. Attendance and impact data from the training must be shared with the IM.	The district can engage continuous improvement with updated feedback and data.	developed by Oct 1, 2024 Data collected and shared quarterly during the 2024-2025 school year, and at the	Revise annually through 2028-2029 based on feedback Data reported quarterly then at the semester until 2028- 2029 school year
3.	SCUSD shall draft and finalize a communication plan to ensure proactive communication for accessing essential information (i.e., monthly knowledge management system updates - see Table 17 pertaining to Directive 21), to include a communication map.	The district is equipped and prepared to regularly deliver all relevant data and updates to IM.	2025; Final by Apr 15, 2025	Revise annually through 2028-2029 school year
4.	SCUSD shall develop a staffing plan (hire or repurpose) to ensure dedicated personnel and resources to accomplish directives of the settlement agreement. Staffing plan must be approved by IM prior to adoption by district.	The district is sufficiently resourced to execute the terms of the settlement agreement.	then annually by	Annually through 2028-2029 school year
sc	USD shall enable the IM access required to co	onduct the following monitor	ing activities:	
5.	IM, working with SCUSD staff members, will issue and execute a schedule of action plan update presentations to the board and public (note that IM subcommittees/task forces listed under Directive 22, Table 18, will contribute to all updates).	times a year) presents to the	Then	Quarterly through 2028-2029 school year

		action plan and moving toward outcomes.		A 11
(IM will finalize a Key Driver Diagram to outline accountability metrics for self- assessment portfolios to be developed by each site and assessed by IM and community each year. 	The IM and community are able to monitor the action plan, and assess progress toward the goals.	Aug 15, 2024	Annually through 2028-2029 school year
	7. IM will develop and communicate a rubric, finalize an accountability structure (including school leader expectations and evaluation in relation to prioritizing focal populations) and a plan for accountability for those not engaging.		Aug 15, 2024 Communica	Annually by August 30 through 2028-2029 school year

Directive 20: Utilization of Root Cause Analyses for Foregoing Directives Concerning District's Ongoing SIG-DISP and MTSS Efforts

20. Identification and utilization of root cause analyses and reports, where appropriate, for any of the foregoing enumerated items, recognizing the likelihood of overlap on this subject with the District's ongoing Significant Disproportionality ("SIG-DISP") and MTSS efforts

Baseline Data Findings

Although the planned primary research and data collection (i.e., interviews and focus groups, site visits, etc.) were not executed due to aforementioned barriers, reports on SCUSD's disproportionality that pre-existed the engagement of SF-CESS as IM e.g., Council of the Great City Schools audit, Improving Special Education Services in the Sacramento City Unified School District; the California Community College Equity Assessment Lab report, The Capitol of Suspensions; Experts Evaluation Report for Sacramento City School District Special Education, School Discipline, and Implicit Bias (compiled by experts from Sacramento State University, Epoch Education, and University of Oregon); and the California Collaborative for Educational Excellence (CCEE) report, Systemic Instructional Review provide a fairly consistent set of recommendations. These, as well as insights from other districts engaged in best practices, inform the action items under this directive.

Actions and Targets

SCUSD has been the topic of a variety of analyses and accompanying reports in the past several years, investigating the root causes of disparity in the district. All of these reports have indicated that the district needs to implement MTSS, as well as antibias/cultural proficiency training and/or culturally responsive pedagogy. Actions listed in the table below require the district to implement districtwide MTSS and take other actions listed elsewhere in this action plan and in the aforementioned reports. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. The aim of these actions is to affect the following measurable targets within the

The aim of these actions is to affect the following measurable targets within the timeframes listed.

- **OO.** By the end of the 2024–25 academic year, MTSS frameworks and PD have been introduced at the first cohort of 25 school sites.
- **PP.** By the end of the 2025–26 academic year, MTSS frameworks and PD have been introduced at the second cohort of 25 school sites, and the previous cohort is demonstrating high fidelity.

- **QQ**. By the end of the 2026–27 academic year, MTSS frameworks and PD have been introduced at the third cohort of 25 school sites, and the previous two cohorts are demonstrating high fidelity.
- **RR.** By the end of 2027–28 academic year, all three cohorts are demonstrating high fidelity in MTSS implementation.
- **SS.** By the end of the 2028–29 academic year, all three cohorts are demonstrating high fidelity in MTSS implementation.

Table 16: Utilization of Root Cause Analyses and Overlap with Existing SIG-DISP and MTSS Efforts					
Rec	quired Actions	Goal(s)	Timeframe	Frequency	
1.	revise/update as needed the following Board policy (policies) and associated ARs corresponding to this specific directive to ensure attention to equitable and just outcomes and consistency and accountability across the district. BP & AR 5145.11, Questioning And	emphasize culturally responsive options and alternatives to questioning and apprehension by law	Draft - Nov 15, 2024 Final - Jan 15, 2025	One time	
s s a	of districtwide implementation of MTSS for behavior intervention (see Appendix I for a sample outline of Behavioral MTSS Action Plan, including options for fidelity measurement). This effort shall be coordinated with the district's ongoing SIG-DISP efforts and shall ensure that SCUSD: Develop a clear, consistent, well-resourced system including academic, behavioral, and social-emotional learning in a tiered support system that is implemented consistently	In keeping with previously established root cause analyses and reports, SCUSD implements MTSS to improve school culture and climate, systematize and improve responses to student need, reduce reliance on exclusionary and restrictive responses, and increase cultural proficiency to improve practice districtwide and reduce disparities.	Starting 2024-2025 school year	Ongoing through 2028-2029 school year	

3. 9	teachers, and administrators regarding cultural proficiency and special education obligations (as detailed in Table 13 pertaining to Directive 17). Identify Tier 1, 2, and 3 supports for the system and provide the necessary support teams/staffing needed to be successful. GCUSD shall review and revise/update as	Building on previously	See Tables 3	See Tables 3
1 1 1 5	needed its discipline policies and procedural guidance (see Table 3 pertaining to Directives 1 and 2) and ensure that all site taff and leaders receive professional earning in Child Find obligations and gultural proficiency (see Table 13 pertaining to Directive 17).	established root cause analyses / reports, SCUSD revises its discipline policies to emphasize alternatives to exclusionary discipline to help reduce reliance on ISS, OSS, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement, and provides PD to address racial bias and improper discipline of students with disabilities & Black students.		and 13
### ##################################	shall engage in monthly audits of uspension data to reflect on efforts, impacts, and improvements needed. (Please note hese audits are distinct from those listed under Directives 1 and 2 in Table 3, as they	the district is to ensure that there is consistent implementation of such	2024	Monthly through 2028-2029 school year

The Director of Student Hearing and Placement was chosen for this role because the IM team was informed that this department oversees student behavior data and provides school sites with guidance on appropriate responses.

S	CUSD shall enable the IM access required to co	onduct the following monitori	ng activities:	
5	IM will review monthly updates from SCUSD reporting ongoing SIG-DISP plan and any other implementation plans pertaining to district efforts related to this action plan (MTSS, restorative practices, OMCs, SSTs, revised SpEd evaluation and IEP/504 processes, PD on anti-racism/cultural proficiency/implicit bias, etc.), with guidance from SCUSD regarding overlaps between this action plan and other efforts.	The IM recognizes overlap of extant district efforts with the action plan and coordinates accordingly to avoid duplication of effort.		One time
6	IM will review district monthly data audits quarterly.	the degree to which data are consistently being	quarter,	Quarterly through 2028-2029 school year

Directive 21: Establish Reliable Data System(s)

21. Establishment of a reliable data collection system to track the metrics outlined in Paragraph C.4 of the Settlement Agreement (which reads: "The Independent Monitor's Action Plan and Final Action Plan described in paragraph D of this Agreement shall include a provision for the development of a reliable data collection system and parameters on the measurement of progress of implementing the Action Plan and, where determined applicable and necessary, any necessary metrics, including baseline metrics, that should be establishments for such measurement.")

Baseline Data Findings

One of the first things reported at an early interview was that SCUSD claims to be "data rich but process poor." This summation was proven to be true not only through follow-up interviews but through the very process of seeking and reflecting on data to develop an action plan.

Efforts by the IM team to obtain data from the district revealed notable shortcomings in this area. Although there are some process and systems in place for collecting and/or analyzing data, the accessibility, integration, and systemic use of these is inconsistent at best and non-existent at worst across the district. District officials reported that SCUSD does not save its raw data from previous years and relies instead on CalPads reports, thereby thwarting the possibility of multi-year disaggregated analyses. Additionally, the district's data processes are not transparent to the community.

Actions and Targets

Seamless and transparent access to data is at the crux of systemic change moving forward. The district records data, as required by the state, but the IM was not able to detect regular usage of data in daily data-driven decision-making. Systems for data management and access (including some level of public access) must be built to increase transparency and accountability. Furthermore, school and district personnel need to learn how to use data to effect desired outcomes—this will require training. SCUSD will create an inquiry and improvement model and related systems to ensure engagement, transparency, accessibility, and accountability with regards to achievement and experience data with a focus on interrupting barriers (root causes) to reaching equitable outcomes. Actions listed in the table below require the district to advance improved data practices, improve data transparency, and build capacity for data-driven decision-making, including staffing and PD. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. Model must be approved by IM before implementation.

The aim of these actions is to effect the following measurable targets within the timeframes indicated.

- **TT.** Data dashboards are available for public and internal review of SCUSD practices by the end of August 2025.
- **UU.** By the end of August 2026, 100% of school site administrators have received PD on the use of data to regularly and consistently advance aims named in the settlement agreement and the goals of this action plan.

Rec	quired Actions	Goal(s)	Timeframe	Frequency
1.	forward to enable multi-year disaggregated analyses of all disciplinary practices, OMCs, SSTs, IEP processes, bullying	capacity for data-driven decision-making, for	Adopt Resolution by Aug 19, 2024	One time
2.	SCUSD shall identify a central district data person qualified to implement, create, and maintain data systems (including the larger knowledge management system) described in this action plan (potentially the chief information officer or another highly qualified person with sufficient time to commit to required data system actions). This person will serve on the IM Oversight Committee.	accountability structure for the creation, maintenance,	Sep 1, 2024	One time
3.	SCUSD shall develop a district committee and establish one electronic knowledge management system for all data and artifacts relevant to this action plan (listed elsewhere in this document), including policies, programs, procedures, and manuals; staff retention; and student-level data (maintaining anonymity of students and teachers), organization charts, and contact information. SCUSD shall commit resources and practices to ensure the data remains up to date and reliable. The knowledge management system must be approved by the IM prior to adoption.	needed to monitor the district's progress toward	Final system by Dec 1, 2024	Data updated and made available monthly, quarterly, twice a year, and annually, depending on data type - through 2028-2029 school year Training to occur at least annually

4.	data dashboards for display on the SCUSD website, containing data elements from the settlement agreement. The dashboard shall pull from the above mentioned knowledge management system to include aggregate	capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for sharing requisite data with	dashboard made public Jan 1, 2025	Updated monthly through 2028- 2029 school year
5.	in (a) data management for discipline data to data managers in district and (b) mandatory professional learning to school administrators and staff on how to utilize data and identify their areas of need.	decision-making, for tracking improvements, maintaining required targets/goals, and for	by Sept 1	Annually through 2028- 2029 school year and as needed
6.	item 2, above) shall run a monthly usage report to see who in the district is accessing	capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for	by Oct 15 Monthly reports	Annually through 2028- 2029 school year Monthly through 2028- 2029 school year

S	SCUSD shall enable the IM access required to conduct the following monitoring activities:				
7	person (named in item 2, above) to monitor district progress and usage of knowledge management system and related dashboards.	establishing reliable data	Aug 2024	Quarterly through 2028-2029 school year	

Directive 22: Mechanisms for Stakeholder Input on Action Plan Implementation

22. Mechanisms to gather and incorporate stakeholder input, i.e., students, teachers, classified staff, and parents, in development and implementation of policy and systems changes facilitated by the Action Plan

Baseline Data Findings

As a result of interviews with SCUSD staff and parents, the IM team identified that there is a lack of accountability between district and families, insufficient responsiveness to parents/guardians by the district, and too few avenues for meaningful input from parents/guardians, students, and community. Furthermore, the IM has been made aware of multiple examples in which focal students and/or families—and, specifically, plaintiffs—were potentially targeted for retaliation and/or intimidation as a result of advocating for said focal students and families—at times with reference to this very lawsuit and settlement agreement. After interviews and a review of current policies, a need was determined for wider, more specific, and more transparent policies protecting those affected by and/or advocating for focal students named in this lawsuit. These policies and procedures should extend beyond the named focal students and protect any students for whom the data demonstrates marginalization. Additionally, IM team communications with the district have revealed the importance of two-way communication and engagement with union bargaining units to ensure that union-represented stakeholders (e.g., Sacramento City Teachers Association [SCTA], Service Employees International Union, and Sacramento City branch of United Professional Educators representing principals) understand and invest in the terms of the settlement agreement and support the implementation of the action plan.

Actions and Targets

An essential component in developing this action plan has been the inclusion of and support for diverse engagement and representation—especially plaintiffs and their representatives. Any and all efforts moving forward must have a plan for such inclusion. This will start with formalizing task forces and/or committees with diverse representation and shared leadership.

Actions in the table below require that the district ensure ample opportunity for meaningful input from stakeholders, including parents/guardians, students, teachers, and school and district staff; enable students, teachers, classified staff, and parents to meaningfully provide input without fear of retaliation; design, organize, and empower a set of task forces and/or committees; develop their leadership, knowledge, skill, and capacity in order to maintain a transparent process of oversight

and monitoring moving forward; and put in place some basic measures to increase transparency and information accessibility to families. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to effect the following measurable targets within the timeframes indicated.

VV. Every year, majorities of students, parents/families, and SCUSD staff responding to surveys indicate that they are aware of ways to contribute meaningfully (and without fear of reprisals) to policy and system changes related to the settlement agreement and this action plan.

Table 18: Stakeholder Input on Implementation of Action Plan					
Required Actions	Goal(s)	Timeframe	Frequency		
 SCUSD shall develop a model for diverse representation and shared leadership for ongoing oversight and monitoring. The model must include representation from parents/guardians, students, teachers, and school and district staff (including union representation as necessary to advance the work). The model shall include IM committees/ subcommittees or bodies¹³ to address and monitor: Oversight Committee (district and site based) responsible for DBI/CI cycles District anti-racist/cultural proficiency PD Policy and procedural revision Communications This plan must be reviewed and approved by IM prior to implementation. 	in this action plan.	2024 (including	meet monthly through 2028-2029 school year		

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¹³ These bodies will contribute to board and public reporting listed under Directive 19, Table 15; the district may leverage existing groups/bodies for this engagement, for example, including members of the SCTA's Special Education and Inclusionary Practices Workgroup.

	or delegate to a subcommittee time to review, discuss, and provide input about new decisions and designs that include but are not limited to new programs, roles, and	District community stakeholders are directly involved in the leadership and implementation of policy and systems changes named in this action plan.	2024	Weekly meetings through 2028-2029 school year
0	requirements consistently in negotiations	The district is able to carry out the action plan without labor-related impediments.	2024-2025 school year	Ongoing monthly report out through 2028-2029 school year
	departments, the Superintendent shall designate and ensure participation by a district team with sufficient responsibility and resources to serve on the IM's Oversight Committee (and by extension cultural proficiency; policies, practices, and procedures; and disproportionality subcommittees) to coordinate and communicate the implementation of the action plan with fidelity, in accordance with the settlement agreement, and in relationship to the monitoring activities of the IM	along with parent/family representation, hold responsibility for the implementation of the action plan. The Oversight Committee meets frequently to ensure required actions are executed as planned.	2024	Oversight Committe e to meet at least bi- monthly through 2028-2029 school year Subcomm ittees to meet at least monthly through 2028-2029 school

 SELPA Director (currently assigned as point person to oversee the action plan) Assistant Superintendent for Special Education (Lead) MTSS Director Project Manager Bullying Prevention Specialist (or their supervisor or whatever position is leading Bullying Prevention efforts) Data Analyst Executive Director LCAP / Director Strategy and Continuous Improvement (Data Strategist) Chief Human Resources Officer¹⁴ 	acceptable level of cultural proficiency		
 5. SCUSD shall, with representatives of the BPSB, review and develop or improve, and put into action board and district policies for an annual communication plan inclusive of all affected parties in the settlement (staff, students, and families) to: Communicate and demonstrate a commitment to protecting the education and employment of those who (within the parameters of the law) advocate to interrupt the marginalization of students and families, and Include a detailed procedure and identified personnel to facilitate complaints and/or reports of intimidation or retaliation related to advocating for marginalized focal students. These procedures should include, minimally, access to an agreed upon, neutral investigator, transparent reporting, and an appeal process. These policies and procedures must be approved by IM prior to adoption by district. 	community are able to advocate without fear of reprisal.	Draft for Approval – Nov 15, 2024 First Reading – January 15, 2025 Adoption – March 15, 2025	Annually through 2028-2029

¹⁴ Given changes to SCUSUD's organizational chart, titles are approximate. SCUSD may substitute, with approval from the IM, other positions as long as they align with the following rationales for including the listed positions: Assistant Superintendent for Special Education as lead because of role in district's special education practices; MTSS Director because of role in implementing MTSS, a key activity within the plan; Executive Director LCAP/Director Strategy & Continuous Improvement because effective improvement teams need a strong data strategist and this role will provide data expertise to direct improvement efforts and for understanding data within the system; Project Manager as administrative support to the project; Data Analyst to provide the necessary data to inform team decision-making; and Chief Human Resources Officer due to the various hiring, retention, and labor-related actions in this plan.

		•	-		
	6.	comprehensive effort to remove systemic barriers and form/co-construct and develop of a coalition of internal and external partners to engage in ongoing and regular	voice in district policy and	2024-2025 school year	Monthly through 2028-2029 school year.
	7.		information gathering will be reduced or removed.	begin by Sept 1, 2024 Final Mechanism and communicati on plan to begin by Dec 15, 2024 – at the latest.	Communica ted by Sep 15 each year through 2028-2029 school year Plan for district to maintain system post settlement agreement by Jun 30, 2027
3	8.	are measured for efficacy and reported at	Data and impact transparency are necessary for systemic change and trust.	2024-2025	See specific actions
•	9.	outline when new or revised dates and/or	At times, parties (and the action plan) are responsive to the data and to current	2024-2025	As needed through 2028-2029 school year

	Meeting 1: When a new or revised date or	realities to ensure		
	action is required because of a) missing a deadline, b) not completing an action, or c) new or additional data, the IM will present to the Oversight Committee the cause for a revision or update and the Oversight Committee will discuss and brainstorm possible changes in the same meeting.	improvement.		
u	Meeting 2: At the following meeting, the IM will present a suggested change or addition and facilitate a conversation seeking consensus from the Oversight Committee.			
	Meeting 3: The conversation may continue to a third meeting. If consensus is not reached by meeting #3, the IM will use the settlement agreement as a guide for next steps.			
10	o. SCUSD shall develop and conduct and analyze data from an annual parent/family and secondary survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include questions pertaining to knowledge of opportunities to contribute meaningfully (and without fear of reprisals) to policy and system changes related to the settlement agreement and this action plan. The survey must be approved by IM prior to adoption by district.		·	Annually through 2028-2029 school year
11	SCUSD shall secure time on School Board meetings for IM (in collaboration with parties) to provide progress updates. SCUSD shall secure sufficient time between the IM and Superintendent 1 week prior to each scheduled School Board meeting to review progress updates.	progress of action plan. Superintendent is informed and is able to provide input in advance.	Apr, Jun dates	Quarterly through 2028-2029 school year
S	CUSD shall enable the IM access required to co	onduct the following monitori	ng activities:	
12	2. IM will review agendas, notes, and action items from task forces, IM subcommittees, and the Oversight Committee, assessing for stakeholder input and implementation mechanisms.	The IM is able to monitor the district's successful implementation of the action plan.	15, Apr 15, Jun 15	Quarterly through 2028-2029 school year

13.	task forces, IM subcommittees, the Oversight Committee, and partners, as well as schools that should be receiving programmatic support, to assess the effectiveness of		2025	Annually through 2028-2029 school year
14.	secondary survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey,	The IM is able to monitor success in advancing a climate that is supportive of community input and student advocacy.	Then.	Annually through 2028-2029 school year
15.	address disputes between plaintiffs and the	, and the second	Reviewed annually by Sep 1	Facilitated as needed through 2028-2029 school year
16.	IM will review and approve annual reports and monitor for their timeliness.	Data and impact transparency are necessary for systemic change and trust.	Ongoing	Annually through 2028-2029 school year

CONCLUSION

In sum, the actions listed in this plan all fall within the following categories:

- Additional Data Collection/Condition-Setting Actions
- Policy and Procedures
- Staffing
- Professional Development/Training
- Data Infrastructure and Use
- Task Forces and Committees

Over the past few months, the IM has encountered various and significant barriers in conducting a thorough data-based assessment. The IM therefore requires that SCUSD promptly provide access to the additional data needs described in this plan. This data must be received immediately, or as described in the timeframes listed, to ensure effective monitoring. There are a number of other actions in this plan whose timeline is urgent as well, including policy reviews and revisions.

APPENDIX A. ACTION PLAN BACKGROUND¹⁵

Lawsuit and 22 Directives

On September 5, 2019, the Black Parallel School Board (BPSB) and three students in the Sacramento City Unified School District (SCUSD) filed suit in the U.S. District Court for the Eastern District of California, naming SCUSD and a selection of its officers under Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 1983, Title VI of the Civil Rights Act of 1964 (Title VI), and state law. The class action case, <u>Black Parallel School Board v.</u> Sacramento City Unified School District (2:19-cv-01768) concerned discrimination based upon disability and race, calling out special education practices and student discipline with an emphasis on Black students with disabilities. Represented by Disability Rights California, the National Center for Youth Law, Western Center on Law & Poverty, and the Equal Justice Society, the plaintiffs sought injunctive and declaratory relief, as well as attorneys' fees. Specifically, plaintiffs petitioned the court to order SCUSD to reform its policies and procedures to identify, offer, and provide accommodations and modifications to all eligible students, claiming that SCUSD's practices and system resulted in segregation and mistreatment of students with disabilities, particularly Black students with disabilities. The plaintiffs further alleged, among other things, that:

- Students with disabilities faced excessive and exclusionary discipline;
- Students with disabilities did not receive accommodations that would allow them to participate in equal education opportunities (in violation of the ADA and the Rehabilitation Act);
- Half of students with disabilities were segregated into separate classrooms (equivalent to a status-based denial of equal education in violation of the Fourteenth Amendment);
- Black students with disabilities were 2.8 times more likely to face suspension than other students with disabilities; and
- Black students with disabilities faced a racially hostile environment (in violation of Title VI of the Civil Rights Act and California Government Code Section 11135).

In May 2023, all parties agreed to a set of terms articulated in a comprehensive settlement agreement requiring that an independent monitor (IM) create an action

¹⁵ It should be noted that defendants have questioned the relevance of including this background information in the action plan. The IM has opted to include it, as this background illustrates potential barriers to the effective and expeditious implementation of this action plan. Much of the work needed to address the settlement agreement is intertwined with addressing and removing systemic barriers named in this section.

plan to achieve <u>22 directives</u> spelled out in the settlement agreement and evaluate compliance with the action plan over the ensuing five years. The terms included, among other things, a substantial reduction in disciplinary referrals of students with disabilities and Black students with disabilities, substantially more integrated classrooms for students with disabilities and Black students with disabilities, systems to prevent and remediate the bullying of students with disabilities and Black students with disabilities, legally compliant special education assessments, and the creation of best practices for the processes and issues regarding Individualized Education Programs (IEPs).

The lawsuit, settlement agreement, and this action plan are all informed by, among other things, the following independent data analyses and reports:

- Council of the Great City Schools audit, <u>Improving Special Education</u> <u>Services in the Sacramento City Unified School District;</u>
- The California Community College Equity Assessment Lab report, <u>The Capitol of Suspensions</u>;
- Experts Evaluation Report for Sacramento City School District Special
 Education, School Discipline, and Implicit Bias (compiled by experts from
 Sacramento State University, Epoch Education, and the University of
 Oregon); and The California Collaborative for Educational Excellence
 (CCEE) report, Systemic Instructional Review.

It should be noted that the required actions set forth in this action plan are by and large consistent with recommendations made in the aforementioned reports.

Independent Monitor Role

San Francisco Coalition of Essential Small Schools (SF-CESS) was named as the IM in July 2023. In this role, SF-CESS is tasked with writing an action plan that includes steps intended to achieve the 22 directives, alongside specific measurable time-bound targets, assuming the IM finds that such steps are not already in place and/or such outcomes have not already been achieved. To this end, the IM's first tasks were to conduct an assessment using district data and primary qualitative data collection (interviews and focus groups); to update data findings that prompted the lawsuit and settlement; and to inventory the district's existing programs, assets, and capacity to achieve the 22 directives. Notably, the settlement agreement stipulates that:

[T]he Independent Monitor and any retained personnel by the Independent Monitor shall be entitled to access to all District records and data, including student records, except for materials protected by the attorney-client privilege or attorney work product doctrine from either Party. The Independent Monitor and any retained personnel by the Independent Monitor shall have access to District premises, including to observe classroom instruction and speak with District staff, as necessary to perform the

Independent Monitor's duties under this Agreement and subject to procedures required by the District of visitors to District premises...in keeping with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R. Part 99, Education Code section 49060 et seq., and similar state laws.

Progress and Barriers Encountered

During the IM's assessment process, SCUSD leaders continually expressed alignment with the goals of this settlement and a strong will and desire to advance the effort. The IM has received several sets of quantitative data pertaining to special education and discipline and has been given access to a single district official through whom all requests are being funneled. However, systemic barriers (bureaucracy, communication culture, data collection, data use, norms, politics, protocols, etc.) persist in preventing effective and timely execution of essential work and the creation of conditions necessary to meet the goals of the settlement.

For example, several data requests are still outstanding. And the district has not facilitated IM team access to schools for the purpose of gathering input, feedback, and other forms of qualitative data related to each school's and SCUSD's cultural proficiency level.

Furthermore, after much collaboration and planning, a community launch was delayed from November and scheduled for December 7, 2023, to ensure more attendance and representative teams from all schools. While the efforts led to a large representation of BPSB community members and significant attendance from SCUSD central office, fewer than 10 school representatives (three of whom were school administrators) from only 6 of the 75 schools attended. Those in attendance stated that communication and scheduling conflicts were the main reasons for the low attendance and noted that the invitation had gone out three days prior to the event.

One of the agenda-supported goals for this meeting was to gather data from every school team related to SCUSD's reported efforts that have been taken in response to the settlement. The topics were:

- 1. Board Certified Behavior Analysts (BCBA)
- 2. Anti-Bias / Anti-Racism Professional Development
- 3. De-Escalation Efforts
- 4. Policies & Procedures

As a result of the poor attendance by school site personnel, the IM made a request for feedback virtually after the meeting—even from those in attendance. No feedback has been received. The IM was able to hold informal meetings with some school representatives, which revealed varied and uneven practices regarding each of the above listed topics. The most consistent finding from these conversations was that

most of these efforts were neither required nor executed with fidelity and consistency across all sites.

The only effort that was executed across all sites was the anti-bias PD for principals. This effort was seen as positive, but it did not necessarily trickle down to sites in a formal manner or in PD for school staff. In addition, it was reported that the primary vendor of this work changed this year for unknown reasons with less than positive results.

Around December 2023, the IM requested access to principals via principal meetings—specifically requesting that principals hold 30 minutes per month to accelerate communications. This request was met with what may be considered reasonable and standard bureaucracy of scheduling, permissions, communication, etc. The result, however, was an additional delay.

The IM's attempts to gather these data have continually been stalled based on what seems to be a larger district culture that translates to impediments in accomplishing these data-gathering efforts. This culture has manifested in a number of ways, including those stated above, as well as a lack of shared understanding of the importance of qualitative and observational data. Additionally, and uniquely for the IM's requirement to access schools, there was a dynamic by which permission was perceived as needed to conduct these efforts (i.e., from unions or the superintendent), leading to many behind-the-scenes negotiations and further delays. The IM engaged in these conversations because it is an important condition to create buy-in to facilitate and expedite progress, but at some point, this effort became ineffective.

The barriers to access have proven formidable and are in direct conflict with the terms of the settlement agreement, which clearly state that the IM is to have access to data, premises, and personnel, in compliance with FERPA and related laws. Currently, the IM has concluded that the lack of results and poor access to data are in themselves data findings. These findings indicate a need for high-level district personnel to take ownership of the settlement agreement and respond promptly and comprehensively to IM requests for access.

Timeline Leading to Action Plan

Below is a timeline listing key events in the lead-up to the action plan.

Year

Significant Event

2017	Council of the Great City Schools audit, <u>Improving Special Education</u> <u>Services in the Sacramento City Unified School District</u> , published, reporting, among other things, that Black students in SCUSD had a 3.01 risk ratio for Emotional Disturbance designation and making a wide array of recommendations concerning policy, practice, data, staffing, and the widespread implementation of a multi-tiered support system (MTSS).
2018	The California Community College Equity Assessment Lab release of <u>The Capitol of Suspensions</u> , which showed SCUSD's suspension rate for Black male students to be more than five times higher than the state average and recommended intensive, ongoing professional development for all SCUSD educators on unconscious bias, racial microaggressions, culturally mediated behaviors, and teaching practices for boys and young men of color.
2019	September Black Parallel School Board v. Sacramento City Unified School District (2:19-cv-01768) filed in the U.S. District Court for the Eastern District of California, claiming discrimination based upon disability and race, calling out special education practices and student discipline with an emphasis on Black students with disabilities; September 20 (virtual) and September 26 (in person at Hiram Johnson High School) town halls on settlement agreement led by District and Plaintiff BPSB; District affirms at in-person town hall District's policy prohibiting soft suspensions.
	December Parties enter agreement providing for a structure for settlement discussions; interim measures agreed upon, including directing District staff to grant all parent/guardian requests for IEP and 504 assessments, to hold Manifestation Determination meetings after six cumulative days of suspensions, and to halt violations of students' school discipline rights, including the use of informal suspensions, suspensions for non-suspendable offenses, failure to consider other means of correction, and violations of due process rights.
2020	January/February Three-person expert team retained. Plan to evaluate issues raised in the litigation initiated, including writing a report. March COVID pandemic-related school closures temporarily suspending expert research with eventual transition to virtual format. November Adjustments made in SCUSD Special Education Leadership
	Team, including Assistant Superintendent and Special Education Local Plan Area (SELPA) Director.

2022

January Experts Evaluation Report for Sacramento City School District Special Education, School Discipline, and Implicit Bias finalized, calling for revised IEP procedures, extensive professional development, implementation of MTSS across the district, and improved monitoring and use of data.

April CCEE published the <u>Systemic Instructional Review (SIR) report</u>, which includes a comprehensive set of actions to improve professional learning, assessment and data, and internal collaboration, as well as procedures to advance equity.

May Plaintiffs and defense attorneys begin negotiations over terms of settlement; <u>joint motion</u> filed to further extend stay and referral for settlement conference.

December Agreement reached on non-fee terms of settlement, including that implementation of the settlement be overseen through an IM model, with an IM identified within 45 days of agreement consent.

2023

May Settlement agreement between plaintiffs and SCUSD in *BPSB et al. v. SCUSD et al.*, (Case No. 2:19-cv-01768-DJC-KJN) executed.

July San Francisco Coalition of Essential Small Schools (SF-CESS) notified of selection as IM.

September SCUSD Board of Education approval of SF-CESS contract as IM; Board identifies comprehensive data assessment as the first task for the IM.

November 14 Project launch meeting intended to orient a large number of SCUSD school administrators to the settlement agreement and IM role.

November 20 and December 1 SF-CESS visit to SCUSD to gather data—meeting with SELPA director, but no other district executives available to meet; SCUSD LCAP Interim Director, Strategy & Continuous Improvement, Dr. Eldredge, indicates that communication *cannot* go through him.

December 7 In-person community meeting held to orient school administrators to the work; notice sent three days before event, so event was attended by three school administrators, some central office personnel, parents, and students; 116 invited, 35 attended.

2024

December 2023–February 2024 SF-CESS submits specific data requests to SCUSD.

January–March Data extracts and policies received and analyzed by IM team, some data requests never fulfilled; action planning conducted nevertheless.

Subcommittees

The actions delineated in this action plan were assembled by the following three subcommittees, each of which comprises members of the IM team with specific expertise in the relevant subcommittee areas of focus along with members of the plaintiff group/counsel (district staff were invited but had little to no participation in subcommittees):

<u>Disproportionality in Special Education and Discipline Subcommittee</u>: Responsible for analyzing special education and discipline data toward the identification of actions and targets for Directives 1–10, 12, 13, and 14.

Systems & Structures Subcommittee: Responsible for reviewing district policies, procedures, and practice manuals toward the identification of actions and targets for Directives 11, 15, 16, 18, 20, 21, and 22.

<u>Cultural Proficiency Subcommittee</u>: Responsible for collecting data on cultural proficiency through a Cultural Proficiency Self-Assessment survey, Equity Walks, focus groups, and interviews, toward the identification of actions and targets for Directives 17 and 19.

Theory of Change

In its capacity as IM, SF-CESS recognizes that meeting the mandates of the settlement agreement will require not only that SCUSD change a number of its policies, procedures, and practices but also that it undergoes an organizational and cultural transformation. The theory of change underpinning this transformation corresponds to the SF-CESS Cultural Proficiency Rubric (Appendix F) according to which schools and school districts move from Cultural Blindness, to Cultural Pre-Competence, to Cultural Competence, and eventually to Cultural Proficiency along the following five domains:

- Acceptance and Respect for Differences;
- Attention to Dynamics Across Difference;
- Continuous Expansion of Cultural Knowledge and Resources;
- Adaptation of One's Values and Behaviors and an Organization's Policies and Practices; and

- Ongoing Assessment of One's Own and the Organization's Culture With the ultimate aim of achieving a Culture of Inquiry for Equity, the SF-CESS model leads educational organizations through a multi-stage process, beginning with pre-conditions for change and culminating in bold action for radical change. The drivers of this change are commitments made throughout the system toward:
 - → Equity-Centered Culture of Inquiry and Continuous Improvement
 - → Data-Directed, Prioritized Commitment to Equity-Centered Program Development
 - → Culture of Constant and Continuous Transformation for Equity-Centered Leadership

Aim: Culture of Inquiry for Equity

Systemic Commitments

- Equity-Centered Culture of Inquiry and Continuous Improvement
- •Data Directed Prioritized Commitment to Equity-Centered Program Development
- Culture of Constant and Continuous
 Transformation for Equity-Centered Leadership

Processes, Structures & Norms for Complex Problems

- Inquiry for Equity
- •Leadership Development
- •School System Re-Envisioning

Fundamental Shifts

- Portfilios
- •Goals that are:
- Specific,
- Measurable,
- Achievable,
- Relevant
- Time-bound and
- Equiity-Focused

Pre-Conditions

Schema & Stance Awareness

Interrupting
Inequities

New Meaning Making Bold Action for Radical Change

APPENDIX B. LAUSD BULLETIN 5655.3—GUIDELINES FOR STUDENT SUSPENSIONS

https://www.lausd.org/cms/lib/CA01000043/Centricity/domain/416/friday brief/friday brief jan-Feb 2020/BUL-5655.3 Guidelines for Student Suspensions.pdf (2016)

APPENDIX C. SAMPLE PERSONAL LEARNING AND SUPPORT PLAN (PLSP)

https://drive.google.com/file/d/1yQ32cInYPXzdtNu0xCB6O0LH--uWEs01/view?usp=sharing

APPENDIX D. DISCIPLINE POLICY RECOMMENDATIONS

The SCUSD Board Policies should align with cited state and federal law for the education of students with disabilities. Upon review of the SCUSD Board Policies regarding discipline and behavior intervention for students with disabilities, we recommend the following policy changes:

Overall Changes

- Create a Special Education Policy and Procedures Guide inclusive of all policies relevant to special education services and students with disabilities. By housing these policies in one guiding document, students, families, and staff will have easier access to relevant information.
- Translate Special Education Policy and Procedures Guide into approachable language for parents and students. The current policies contain legal jargon drawn nearly entirely from state code. The Policy and Procedures Guide should contain section summaries in approachable language.

Behavioral Intervention for Students with Disabilities

- Include an understanding of *why* a behavior is occurring as part of a behavior intervention and support plans. Consider including this language from the <u>Los Angeles Unified School District Special Education Policies and Procedures Manual</u> (2007):
 - Behavior Support Plans should focus on understanding 'why' the behavior occurred
 (i.e. 'the function' or 'communicative intent') then focus on teaching an alternative
 behavior that meets the student's need in a more acceptable way. This includes
 making "instructional and environmental changes, providing reinforcement,
 reactive strategies and effective communication." (Diana Browning Wright,
 Behavior/Discipline Trainings, 2003)
- Include defined levels of behavior support and intervention. Consider including this language from the LAUSD manual:
 - The structures for addressing student behaviors and creating positive, safe environments for students fall within three levels. Each level includes supports that enable students to access the curriculum and the social environment of the school setting. The levels are:
 - <u>Universal</u>: Includes social skills training; positive, proactive discipline; teaching school behavior expectations; active supervision and monitoring; positive reinforcement systems; firm, fair, and corrective discipline; peer supports. There is an emphasis on teamwork and collaboration. Assessment may include data collection resulting in group support systems.
 - Selected: Includes all supports at the "Universal" level plus individualized social skills training; self-management programs; Behavior Support Plans (BSP); parent/family training and collaboration; adult mentors; increased academic support. Assessment may include individualized data collection, observations and interviews, FBA resulting in individual Behavior Support Plans with consistent implementation plans within collaborative teams.

- <u>Targeted</u>: Includes all supports at the "Universal" and "Selected" levels plus intensive social skills training; individualized support plans; parent/family training and collaboration; multi-agency collaboration (wrap-around) services. Assessment includes individualized data collection, observations and interviews, Functional Analysis Assessment (FAA) which may result in a Behavior Intervention Plan (BIP) or a Behavior Support Plan (BSP).
- o Amend the list of interventions prohibited in a behavior emergency to specifically prohibit prone containment. The current policy allows for prone containment. Consider this language from the LAUSD manual, which lists this as a prohibited intervention:
 - Simultaneously immobilize all four extremities, including the procedure known as prone containment

Suspension and Expulsion for Students with Disabilities

- Include a clause discouraging the use of suspension. Consider this language from the LAUSD manual:
 - Federal and State laws generally require schools to be proactive and to implement interventions at the earliest sign that a student's behavior is impeding his/her ability to learn. Students who receive special education services may be suspended *only* when other means of correction have failed to bring about proper conduct. Out of school suspension typically has little relationship to the misconduct and does not support behavioral change.
- o Include a section describing appropriate alternatives to suspensions. Consider this language from the LAUSD manual:
 - Discipline is to be used instructionally and while the use of alternatives to suspension includes the use of consequences, the emphasis must be placed on what the student needs to learn in order to avoid future misconduct. The appropriate means of correction may include community service, required mini-courses on conflict resolution, anger management, etc. Change in student behavior is typically supported by a Behavior Support Plan or Behavior Intervention Plan. Homeroom may be used to provide opportunities to learn necessary skills proactively as can after-school detention, where learning activities can be matched to misconduct. Reactive strategies such as de-briefing and de-escalating anger and aggression are both excellent ways to change student behavior. Utilizing in-classroom supports such as buddies can change classroom behavior by providing appropriate peer models. Using a whole school approach that includes mentoring adds a team approach to positive behavior support, helping to change a student's reputation who has been having a difficult time with behavior over a long period and to support the student in getting re-engaged in the learning community. As a system, schools are encouraged to use a Coordination of Services Team (COST) to match the student to appropriate services, etc. and to use Student Success Team (SST) to identify recommendations. After school detention or Saturday School may be used to provide consequences to students without loss of instructional time.
 - o In-School Suspension alternatives are to be used whenever possible as long as the student with disabilities continues to receive services according to his/her IEP.

- o Include specific criteria and relevant actions according to the frequency and duration of suspension. Consider this language from the LAUSD manual:
 - First Suspension: Whenever a student receiving special education services engages in conduct that results in out of school suspension, a Disciplinary Review Team (DRT) meeting must be convened immediately upon the student's return to school to review the incident and to address the concerns regarding the student. The DRT should, at minimum, include a Dean or counselor, teacher, administrator, an individual with knowledge about positive behavior support strategies, and the parent/ guardian. The team should evaluate the severity of the misconduct and determine whether:
 - 1. There are interventions that can be used to address the behavior that do not require an IEP team meeting;
 - 2. The team needs to modify the implementation of the student's current Behavior Support Plan or Behavior Intervention Plan; and if so,
 - 3. An IEP team meeting should be held to:
 - a. Review the student's current instructional program.
 - b. Develop or revise a Behavior Support Plan to address the behaviors relating to the misconduct.
 - c. Revise the current Behavior Intervention Plan, as needed, to prevent recurrence of the misconduct.

Note: All requirements for parent [or guardian] notification and participation in the IEP meeting must be followed.

- Second Suspension: Following misconduct that results in a second suspension, the
 Dean or other certificated staff member in charge of discipline will:
 - 1. Upon the student's return, immediately schedule an IEP meeting to review the student's instructional program in addition to considering any assessments that must be done to identify the function of the student's behavior and/or to develop, review, or modify the Behavior Support Plan or Behavior Intervention Plan. The IEP is to identify other interventions as appropriate to prevent a recurrence of the misconduct.
 - 2. Gather pertinent information from the Disciplinary Review Team (DRT).
- Five or More Days of Suspension: Five or more days of suspension is a serious indicator that the student continues to struggle with behavior that impedes learning.
 If the student's suspensions reach eight (8) cumulative days of suspension, an IEP team must meet to do the following:
 - 1. Discuss the misconduct(s) and the relationship between the misconduct and the student's disability.
 - 2. Review any behavioral assessments that have been conducted about this student. If the student's behavior is serious and the student does not have a Functional Analysis Assessment (FAA), consult with the Behavior Intervention Case Manager (BICM) to determine whether an FAA should be conducted. (See Bulletin H-50 Rev.). **Note**: If the IEP team determines that an FAA is needed, an assessment plan must be completed and approved by the parent; an FAA must be conducted by a Behavior

Intervention Case Manager (BICM); and an IEP team meeting must be held to consider the FAA and recommendations (see Bulletin H50 Rev.).

- a. FAA Review the student's current IEP, including the Behavior Support Plan (BSP) or Behavior Intervention Plan (BIP) and its implementation, and make any modifications necessary, to determine whether or not it continues to be an appropriate offer of FAPE (see Appendix A, *Determining Placement in the Least Restrictive Environment, p 181* from the Los Angeles Unified School District Special Education Policies and Procedures Manual (2007).
- b. The maximum number of days a student with disabilities can be suspended **shall not exceed 10 cumulative days** in a school year, [sic] On day 11, if not before, the student must return to the school site, an IEP meeting is held to determine appropriate services. Informal suspension, whereby a parent [or guardian] is advised to keep a student at home, is prohibited.
- o Include criteria prohibiting expulsion if the student's behavior was the result of the district's failure to implement their IEP. Consider language from the LAUSD manual:
 - A student with a disability who receives special education services and is being considered for expulsion is required to have a manifestation determination (preexpulsion) IEP, and can only be expelled if the alleged misconduct of the student meets the District's criteria for expulsion, and:
 - 1. The conduct in question was not caused by, and did not have a direct and substantial relationship to, the student's disability; and
 - 2. The conduct in question was not the direct result of the District's failure to implement the IEP.
- Include required actions that must be taken if it is determined that the student's behavior is a manifestation of their disability. Consider language from the LAUSD manual:
 - [If the] IEP team determines that the alleged misconduct <u>is</u> a manifestation of the disability
 - 1. The expulsion process should <u>not</u> proceed.
 - The IEP team should discuss and document appropriate steps (including changes
 to the IEP supports, modifications, services, aids and placement) to address the
 student's conduct and the student's IEP, and the Behavior Support Plan, should
 be amended appropriately.
 - 3. Requests for further assessments should also be made if the IEP team deems it appropriate.
 - 4. Contact the Special Education Support Unit or Student Discipline Proceedings Unit for guidance on follow-up actions.

APPENDIX E. GAMUT TEMPLATE FROM CSBA

HTTPS://www.csba.org/en/ProductsAndServices/PolicyServices/Gamut#gsc.tab=0

APPENDIX F. CULTURAL PROFICIENCY SELF-ASSESSMENT SURVEY RUBRIC

 $\frac{https://drive.google.com/file/d/1FJmXfMsyojWznJkm2vpo\ ytWpKP55MO9/view?usp}{=sharing}$

APPENDIX G. EQUITY WALKS OVERVIEW

https://drive.google.com/file/d/11eotjgtCi5hgR9gbivrTD-yoZhFrGs5Q/view?usp=sharing

APPENDIX H. DRAFT STAFF CAPACITY SURVEY

SWD Professional Experience Survey

Please select your school from the dropdown list:
During the current school year (2023-24), what is your role at your school?
() General Education Teacher () Special Education Teacher
() Instructional Aide (e.g., Paraprofessional, Teaching/Instructional Assistant)
() School Administrator (refers to principals, vice principals and other school-level administrators) [add other so participants can list their role]
() Other:*
{SKIP LOGIC GENERAL EDUCATION TEACHER ONLY}
What is your role in working with students with disabilities (select all that apply for your role)?
[] Do not teach any students with disabilities
[] Teach students with disabilities with support from one or more Instructional Aide(s) or Paraprofessional(s)
[] Teach students with disabilities with consultation from a special educator or specialist [] Teach students with disabilities with push-in from a special educator or specialist
[] Teach students with disabilities with a special education co-teacher
[] Teach students with disabilities <i>without</i> co-teacher, consultation, or push-in support [] Other (please fill in):
{SKIP LOGIC SPECIAL EDUCATION TEACHER ONLY}
What is your role in working with students with disabilities (select all that apply for your role)?
[] Teach students with disabilities in a resource or special-education only class
[] Provide consultation support to general education teachers, but not push-in or co-teaching support
[] Provide push-in/in-class support to general education teachers(s)
[] Co-teach with general education teacher(s)
[] Other (please fill in):
{SKIP LOGIC AIDE/OTHER ONLY}
What is your role in working with students with disabilities (select all that apply for your role)?
[] Do not teach any students with disabilities
[] Provide support to one student with disabilities as a 1:1 aide
[] Provide support to one or more students with disabilities in a general education class
[] Provide support to one or more students with disabilities in a resource or special education-only class

[] Provide support in a mixed classroom with general education and special education coteachers
[] Other (please fill in):
During the current school year (2023-24), approximately what percent of the students you work with are students with disabilities?
() I do not provide support services to or teach any students with disabilities
() 1% - 10%
() 11% - 25%
() 26% - 50%
() 51% - 75%
()76% - 99%
()100%

[All SURVEY TAKERS]

Please indicate your level of agreement with the following statements regarding working with students with disabilities.

	Strongly disagree	Somewhat disagree	Somewhat agree	Strongly agree
With high-quality instruction/support, students with disabilities can achieve grade-level standards.	()	()	()	()
Teaching students with disabilities can be effective when students are placed in general education classrooms.	()	()	()	()
All students, including students with disabilities, can meet high academic standards.	()	()	()	()
Students with disabilities should be included in the general education setting to the greatest degree possible.	()	()	()	()
I believe every behavior that is considered problematic has a root issue that can be understood.	()	()	()	()

$\{ SKIP\ LOGIC\ GENERAL\ EDUCATION\ TEACHER\ AND\ SPECIAL\ EDUCATION\ TEACHER\ ONLY \}$

Please indicate your level of confidence in doing the following to support and teach students with disabilities.

	Little confidence I can do it	Confident I can do this somewhat	Confident I can do quite a bit of it	Certain I can do it
I can adapt the curriculum/my lesson plans to help meet the needs all of my students, especially students with disabilities.	()	()	()	()
I can use a wide variety of strategies for teaching the curriculum to enhance understanding for all of my students, especially those with disabilities (e.g., I can break down a skill into its component parts to facilitate learning for students with disabilities.)	()	()	()	
I can establish meaningful relationships with students with disabilities.	()	()	()	()
I can create a classroom environment that is welcoming for students with disabilities in my classroom.	()	()	()	()
I can utilize positive behavior interventions to	()	()	()	()

manage student behavior.				
I can manage a safe and supportive classroom environment that reduces behavior challenges.	()	()	()	()

{SKIP LOGIC ALL BUT SCHOOL ADMINS }

Please indicate your level of agreement with the following statements about your school leaders' support for serving students with disabilities. "School leaders" refers to principals, vice principals and other school-level administrators.

	Strongly disagree	Somewhat disagree	Somewhat agree	Strongly agree
My school leaders provide support when I share challenges in teaching students with disabilities.	()	()	()	()
My school leaders/school culture demonstrate a strong commitment to meeting the learning needs of students with disabilities.	()	()	()	()
My school leaders provide sufficient opportunities for professional development about effective practices for teaching students with disabilities.	()	()	()	()
My school/district provides resources (training, staff, resources) to help me manage classroom behavior.	()	()	()	()

(SKIP LOGIC SCHOOL ADMINS ONLY)

Please indicate your level of agreement with the following statements about support for serving students with disabilities in your role as a school leader. "School leaders" refers to principals, vice principals and other school-level administrators.

	Strongly	Somewhat	Somewhat	Strongly
	disagree	disagree	agree	agree
In my role as a school leader, I provide support when staff				

share challenges in teaching students with disabilities.	()	()	()	()
My school culture demonstrates a strong commitment to meeting the learning needs of students with disabilities.	()	()	()	()
In my role as a school leader, I provide sufficient opportunities for professional development about effective practices for teaching students with disabilities.	()	()	()	()

APPENDIX I. BEHAVIOR MTSS ACTION PLAN

This document outlines an implementation plan for an MTSS approach to supporting and responding to student behavior. In Year 0, the 2023–2024 school year, SCUSD will convene the MTSS Planning Group (including teachers, principals, union leadership, and district office staff who are deemed relevant to MTSS) that reports to the Oversight Committee to outline the MTSS procedure and supports and determine demonstration schools. In Year 1, the 2024–2025 school year, SCUSD will pilot the MTSS approach in selected demonstrated schools and engage in continuous improvement to identify strengths and challenges in the implementation process. Based on this feedback, in Year 2, the 2025–2026 school year, SCUSD will implement the MTSS approach in the rest of its constituent schools and engage in fidelity assessments. Beyond Year 2, SCUSD will continue to improve the MTSS approach based on feedback from staff, students, and parents and engage in evaluation to understand outcomes for students, especially Black students and students with disabilities.

Year 0—Planning (2023–2024)

- Select demonstration schools for initial implementation using a combination of need, readiness, and commitment criteria.
 - Selecting Demonstration Schools (2021)
 - School Readiness Tool (2021)
- Develop a professional development plan for training and coaching to support MTSS implementation, differentiated across schools and based on data/need and implementation phase.
 - o Identify ongoing coaching activities at the district and school levels.
 - Professional Development and Coaching Guidance (2021)
 - Coaching for Ongoing Professional Learning Within Tiered Support Models (2020)
 - Establish a request for assistance process to be managed by an identified person (e.g., advanced tier team lead) and educate all e.g., school staff, community partners, students) on the process.
 - Request for Assistance Guidance (2022)
 - Sample Request for Assistance Form (2022)
 - MTSS Infrastructure and Support Mechanisms Series: Communication With and Involvement of All Staff (2022)
- Tier 1
- Establish guidelines for schoolwide positive behavior expectations and acknowledgment systems to serve as a consistent foundation for MTSS in schools.

- Developing a Schoolwide Behavior Expectation & Acknowledgment System (2021)
- California MTSS Framework (2021)
- Tips for Intensifying Instruction at Tier 1 (2021)
- Select a universal social-emotional learning (SEL) curriculum that aligns with schoolwide positive behavior expectations to aid both students and teachers in learning and applying SEL skills.
 - Selecting a SEL Curriculum (2023)
- <u>Tier 2</u>
- § Building a Culture of Staff Wellness Through Multi-Tiered System of Supports (2021)
 - Establish guidelines for schoolwide behavior response plans that are aligned with behavior expectations and focus on restorative disciplinary policies and processes.
 - Designing a Schoolwide Behavior Response Plan (2021)
 - Restorative Approaches to Addressing Student Behaviors (2021)
 - Sample Behavior Response Flowchart (2022)
 - 10 Essential Features of Tier 2 (2023)
 - Select a universal social-emotional screener based on scholarly evidence, cost/resources, fit with other initiatives, and readiness/capacity to implement. Establish routines and procedures for administering the screener and collecting, managing, analyzing, and sharing data. Ensure a response plan including adequate personnel and continuum of interventions in place to address needs.
 - Universal Social-emotional Screening in Schools (2021)
 - Review of Social-emotional Screening Tools (2023)
 - Best Practices in Universal Social, Emotional, and Behavioral Screening:
 An Implementation Guide (nd)
 - Establish a protocol for selecting evidence-based practices (EBPs) for installation across all schools, including annual review of existing interventions.
 - Selecting High-Leverage Practices (2021)
- Tier 3
- Develop community mental health facilitated referral pathway(s) to assist youth with behavioral health needs and provide their families access community-based supports and services when indicated.
 - Developing Facilitated Referral Pathways (2021)
 - How Can We Ensure IEP Teams Provide the Most Intensive Supports?
 (2018)

Intensive Intervention Meeting Facilitator's Guide (2021)

Year 1—Implementation in Demonstration Sites (2024–2025)

- Level-set knowledge and understanding of school-level MTSS routines and procedures.
 - Establishing MTSS-B Routines & Procedures (2021)
- Professional Learning
 - Implement ongoing coaching activities at the district and school levels for school staff and school leaders.
 - Utilize request for assistance process identified in planning phase to continue to educate stakeholders (school staff, community partners, parents, students).

Tier 1

- o Integrate universal SEL curriculum in classrooms determined in Year 0.
 - Publicize guidelines for schoolwide positive behavior expectations determined in Year 0.

Tier 2

- Implement school wide behavior response plans and restorative disciplinary practices identified in Year 0.
- Administer the universal SEL screener identified in Year 0 and collect, manage, analyze, and share data. Implement response plan including adequate personnel and continuum of interventions in place to address needs.
- Install EBPs for behavior interventions in schools and conduct first annual review.

<u>Tier 3</u>

- Utilize the community mental health facilitated referral pathway(s) identified in Year 0.
- Plan for expansion into remaining schools
 - Gather feedback from stakeholders (students, parents, teaching staff—general education and special education, support staff, school leaders)
 regarding the experience of MTSS in the demonstration sites.
 - Going Beyond the Basics: Using Feedback to Support MTSS Implementation (2018)
 - Conduct self-assessments and district-led assessments of implementation to identify strengths and areas for additional support utilizing the following tools, where appropriate:
 - District MTSS Action Planning Tool (2022)

- NIRN Hexagon Discussion & Analysis Tool (2019)
- Fidelity Integrity Assessment (2020)
- Self-Assessment of MTSS Implementation (2022)
- MTSS Fidelity of Implementation Rubric (2023)
- Effective Coaching of Teachers: Fidelity Tool Worksheet (2018)
- Measuring Fidelity of Core Features of Tier 2 Systems and Practices in Schools (2023)
- Amend implementation procedures based on feedback from demonstration sites and assessments.

Year 2—Expansion into Remaining Schools (2025–2026) (adjust as needed based on demonstration school feedback)

- Level set knowledge and understanding of school-level MTSS routines and procedures.
 - Establishing MTSS-B Routines & Procedures (2021)
- Professional Learning
 - Implement ongoing coaching activities at the district and school levels for school staff and school leaders.
 - Utilize request for assistance process identified in planning phase to continue to educate stakeholders (school staff, community partners, parents, students).

Tier 1

- o Integrate universal SEL curriculum in classrooms determined in Year 0.
- o Publicize guidelines for schoolwide positive behavior expectations in Year 0.

Tier 2

- Implement schoolwide behavior response plans and restorative disciplinary practices identified in Year 0.
- Administer the universal SEL screener identified in Year 0 and collect, manage, analyze, and share data. Implement response plan including adequate personnel and continuum of interventions in place to address needs.
- Install EBPs for behavior interventions in schools and conduct annual review.

Tier 3

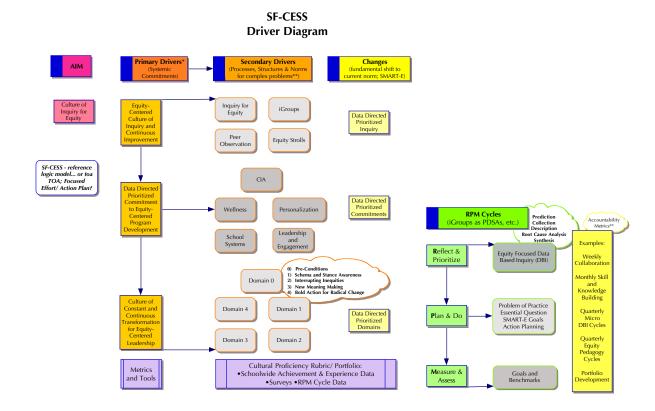
- Utilize the community mental health facilitated referral pathway(s) identified in Year 0.
- Engage in continuous improvement processes and evaluation in Year 2 and moving forward with all schools.

- Gather feedback from stakeholders (students, parents, teaching staff—general education and special education, support staff, school leaders)
 regarding the experience of MTSS in the demonstration sites.
 - Going Beyond the Basics: Using Feedback to Support MTSS Implementation (2018)
- Conduct self-assessments and district-led assessments of implementation to identify strengths and areas for additional support utilizing the following tools, where appropriate:
 - District MTSS Action Planning Tool (2022)
 - NIRN Hexagon Discussion & Analysis Tool (2019)
 - Fidelity Integrity Assessment (2020)
 - Self-Assessment of MTSS Implementation (2022)
 - MTSS Fidelity of Implementation Rubric (2023)
 - Effective Coaching of Teachers: Fidelity Tool Worksheet (2018)
 - Measuring Fidelity of Core Features of Tier 2 Systems and Practices in Schools (2023)
 - MTSS Evaluation Tip Sheet (2022)

Amend MTSS procedures based on feedback and assessments.

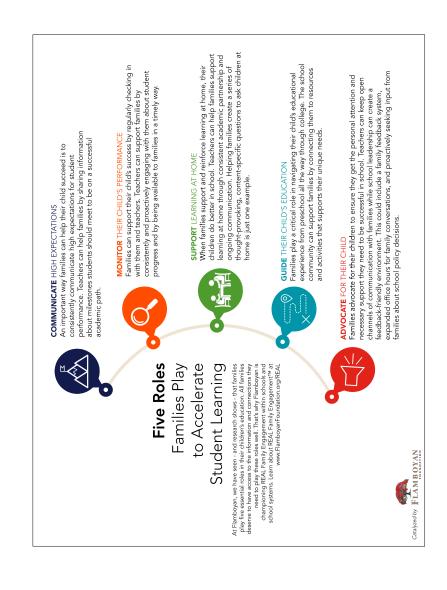
APPENDIX J. KEY DRIVER DIAGRAM

https://drive.google.com/file/d/1eG0iDl0_7nGhJj0QRheO9a17mVrJSF76/view?usp=drive_link



APPENDIX K. FLAMBOYAN FIVE ESSENTIAL ROLES

https://flamboyanfoundation.org/wp-content/uploads/2020/01/Five-Roles-Families-Play Flamboyan-Foundation.pdf



APPENDIX L. CONFIDENTIAL STUDENT RECORDS – NOT AVAILABLE TO THE PUBLIC



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: June 5, 2025
Subject: Enrollment Process
 Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated:) Conference/Action Action Public Hearing
<u>Division</u> : Enrollment Center
Recommendation: N/A

Background/Rationale:

The Enrollment Center is open 12 months of the year, and the district online application is available 24 hours a day, 7 days a week. In addition to handling year-round processes, our team supports and handles the school of choices as well.

These all include general registration K-12th, household updates, school to school transfers, GATE transfers, priority enrollment for foster youth, homeless students, and students with special needs, administrative transfers, creation of new addresses, High School Specialty (HSSP), Transitional Kindergarten Lottery (TK lottery), K-8th Open Enrollment, and Intra/Inter-district permits.

Financial Considerations: N/A

LCAP Goal(s): Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. 25-26 Enrollment Calendar

Estimated Time of Presentation: 10 minutes

Submitted by: Mary Hardin Young, Deputy Superintendent GioVonna Washington- Woodfy, Director III

Approved by: Lisa Allen, Superintendent

2025-2026 ENROLLMENT CALENDAR

HIGH SCHOOL SPECIALTY PROGRAMS (GRADES 9-12)

Application Live: 11/4/24 - 11/22/24; Notifications of placement to be sent to families on 1/13/25.*

Schedule School Tours and Information Nights in October & November.

Send space capacity numbers for participating programs to Becky Petrie by 10/7/24.

Submit changes to program criteria and dates for testing by 10/1/24.

All required testing for eligibility must be completed by 12/6/24 and sent to the Enrollment Center no later than 12/18/24.

TRANSITIONAL KINDERGARTEN ENROLLMENT

Application Live: 1/13/25 - 3/7/25; Lottery placement notifications of placement to be sent to families on 3/17/25.

Families wishing to enroll their student into TK after 3/7/25 will be placed at sites with availability based on family preference.

TK applications will also be accepted through the permit process in April 2025.

KINDERGARTEN REGISTRATION

Kindergarten Registration will begin on 1/13/25. All registration forms for 2025-2026 must be submitted online through Infinite Campus OLR.

TK families notified of rollover to School of Residence on 12/13/24.

Schedule School Tours between November 2024 - February 2025

Regional Kindergarten Information Nights will be held 1/13/25 - 1/31/25.

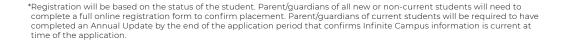
OPEN ENROLLMENT (GRADES TK-8)

Application Live - 2/5/24 - 2/23/24; Notifications of placement to be sent to families on 3/10/25.*

Send space capacity numbers for participating programs to Becky Petrie by 1/13/25.

Submit changes to program criteria and dates for testing by 1/10/25.

All required testing for eligibility must be completed by 2/28/25 and sent to the Enrollment Center by 3/5/25.





INTRA & INTER-DISTRICT PERMIT REQUESTS (GRADES TK-12)

Applications Live - 4/7/25 - 4/25/25; Notifications of placement to be sent to families on 5/12/24.*

The Enrollment Center will only be accepting permits submitted online. Permits will be entered into a lottery for placement based on adjusted space capacity numbers submitted and approved by your IAS.

Send adjusted space capacity numbers available for additional seats to Adriana Perez by 3/28/25.

2025-2026 REGISTRATION

General registration for Grades 1-12 will begin on 5/19/25. All registration forms for 2025-2026 must be submitted online through Infinite Campus OLR. No paper forms will be accepted.

All Open Enrollment and High School Specialty Program Waitlists will close on 7/31/25.

^{*}Registration will be based on the status of the student. Parent/guardians of all new or non-current students will need to complete a full online registration form to confirm placement. Parent/guardians of current students will be required to have completed an Annual Update by the end of the application period that confirms Infinite Campus information is current at time of the application.





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: Jur	ne 5, 2025
Subject: Website	Update
Approval o	
<u>Division</u> : Commun	nications Department
Recommendation	: N/A
approved the Comr FinalSite to host all will provide an upda	nale: At the August 8, 2024 Board of Education Meeting, the Board munications Department recommendation for a new contract with district and school site websites. The Communications Department ate on the timeline for tentative website launch later this summer, ome of the features and new capabilities for this new website.
Financial Conside	rations: N/A
move through the dayailable to them m	pal 2 & 3. Goal 2 is about improving academic outcomes as students listrict. A new website will help families navigate district resources nore efficiently as they progress through SCUSD schools. Goal 3 is amilies feel safe and connected in their school community.

Estimated Time of Presentation: 10 minutes

Submitted by: Brian Heap, Chief Communications Officer

Approved by: Lisa Allen, Superintendent

Documents Attached:

N/A



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.6

Meeting Date: June 5, 2025				
Subject: Reading Difficulties Screener Adoption				
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action X Action □ Public Hearing 				
<u>Division</u> : Academic Office: Curriculum & Instruction				
Recommendation: Approval				

Background/Rationale:

To meet the requirements of California Senate Bill 114, which mandates universal screening for reading difficulties (including dyslexia) in grades K–2 beginning in the 2025–2026 school year, our district launched a K–2 Reading Screener Pilot Committee. This group included general and special education teachers across grades K–2 from diverse school sites.

In early 2025, following the California Department of Education's release of its list of approved screeners, the committee piloted two options—Multitudes and Amplify DIBELS—with students, evaluating implementation, effectiveness, and alignment with existing instruction. While we were unable to reach consensus, both screeners received strong support, with DIBELS ultimately receiving one more vote than Multitudes. Given the close results and after further discussion within the Academic Office, we believe that the Amplify DIBELS screener best aligns with legislative requirements, particularly the expectation for ongoing progress monitoring of students identified as at risk. As such, we will move forward with recommending Amplify DIBELS for district-wide adoption.

We now present this recommendation to the Board of Education for approval. Upon adoption, the district will implement the screener in Fall 2025 and provide professional development to ensure effective use by all K–2 educators.

Financial Considerations:

Training K-2 Classroom Teachers, Resource teachers, and Reading Intervention Teachers- \$151,443 Vendor Contract- \$96,300

LCAP Goal(s):

Goal 1: Ensure Students Are College & Career Ready Goal 2: Provide High Quality & Engaging Instruction

Goal 4: Maintain Safe Learning Environments & Dismantle Inequities

Goal 5: Engage Educational Partners in Improving and Enhancing the District

Documents Attached:

N/A

Estimated Time of Presentation: 10 minutes

Submitted by: Ashley Alexander, Director, Professional

Learning

Erin Findley, Asst Supt, C&I

Yvonne Wright, CAO

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting	<u>Date</u> : June 5, 2025
Subject:	Public Hearing: 2025-26 Local Control and Accountability Plan
	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: The Board can make recommendations to the draft of the 2025-26 LCAP. Final approval from the Board is scheduled for the June 26, 2025 Board of Education meeting.

<u>Background/Rationale</u>: The California Department of Education requires that all Local Education Agencies (LEAs) complete and approve a Local Control Accountability Plan. Annually, the Board of Education approves the LCAP, which is also required by the California Department of Education.

The process of creating an LCAP begins with a needs assessment to understand what students most need. The district, in consultation with its educational partners, creates goals with linked metrics and action items. Expenditures are connected to those actions. Along the way, the district leaders share the plan in progress and elicits feedback from its educational partners. At this point in the process, the attached documents are still in draft form.

<u>Financial Considerations</u>: The LCAP is a guide to the district's budget priorities

LCAP Goal(s):

In collaboration with its educational partners, the district has focused this educational plan on improving the outcomes of those who have historically been underserved. In our community, these groups are those that comprise the Local Control Funding Formula's Unduplicated Pupil Count – English Learner, Foster Youth, and Socioeconomically Disadvantaged (low income) students – and students in one of the following groups because of their very low performance as indicated on the 2023 California School Dashboard: African American students, American Indian students, Homeless Youth students, and Students With Disabilities.

The district and its educational partners believe the LCAP needs to emphasize the importance of intentionally focusing the primary actions and metrics of our LCAP on its historically underserved students. The theory of action is that as the district improves its services to and the outcomes for students in these groups, it will also improve services and outcomes for all district students.

In addition to the student groups noted above, similar to the 2024-25 LCAP, the 2025-26 LCAP includes actions to address all of the instances on the 2023 California School Dashboard with the lowest level of performance informed by the 2024 California School Dashboard. This includes schools with indicators in the lowest performance level, and student groups within each school

District-wide Goals

Goal 1: Goal 1 is about graduation outcomes. By 2027, the following cohort outcomes will be achieved:

- Graduation rate increased by 5% and
- College/Career Indicator (CCI) indicator increased by 1 Status Level from the 2023-24 Dashboard

Goal 2: Goal 2 is about improving academic outcomes as students move through the district. At least 80% of all students in grades 4-8 will demonstrate growth towards mastering standards in English Language Arts (Arts) and Mathematics as demonstrated by the Smarter Balanced Assessment (SBAC) Distance From Met (DFM) by 2027.

Goal 3: Goal 3 is about creating the same sense of being welcomed and safe for all students and families within the district. All students and families will feel safe and connected in their school community as measured by the annual LCAP School Climate and Culture survey and behavior data as a result of engaging all staff in professional learning on Anti-Bias/Anti-Racist/Trauma-Informed principles and practices.

Equity Multiplier School Goals

These goals are specific to the 12 district schools that received Equity Multiplier (EM) funding in 2024-25 to be expended in the 2025-26 school year, with the ability to carryover unspent funds to the 2026-27 school year. Related goals for schools receiving EM funds are required to be included in the LCAP for the duration of the expenditure of the funds.

Goal 4: By 2027 at American Legion for each Very Low performing student group on the 2023 California School Dashboard, the

- Graduation rate will improve by 5 percentage points,
- College and Career Prepared rate will improve by 5 percentage points,
- SBAC ELA Distance From Met will improve by 10 scale score points,
- SBAC Math Distance From Met will improve by 10 scale score points, and
- Suspension rate will improve by 5 percent.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

 Rate of students making progress toward English proficiency on the ELPAC will increase by 6 percent.

Goal 5: By 2027 at Bret Harte for each Very Low performing student group on the 2023 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 14 percent,
- Percent of students improving their SBAC Math Distance From Met will increase by 28 percent, and
- Suspension rate will improve by 5 percent.

Goal 6: By 2027 at Capital City for each Very Low performing student group on the 2023 California School Dashboard, the

- Graduation rate will improve by 5 percentage points,
- College and Career Prepared rate will improve by 5 percentage points,
- SBAC ELA Distance From Met will improve by 10 scale score points, and
- SBAC Math Distance From Met will improve by 10 scale score points.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

Chronic Absenteeism rate will improve by 5 percentage points.

Goal 7: By 2027 at Caroline Wenzel for each Very Low performing student group on the 2023 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 30 percentage points,
- Percent of students improving their SBAC Math Distance From Met will increase by 30 percentage points, and
- Suspension rate will improve by 2 percentage points.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

- Percent of students improving their SBAC ELA Distance From Met will increase by 20 percentage points,
- Suspension rate will improve by 2 percentage points, and
- Chronic Absenteeism rate will improve by 10 percentage points.

Goal 8: By 2027 at Isador Cohen for each Very Low performing student group on the 2023 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 16 percentage points,
- Percent of students improving their SBAC Math Distance From Met will increase by 24 percentage points,
- English Learner Progress rate will improve by 5 percentage points,
- Suspension rate will improve by 2 percentage points, and
- Chronic Absenteeism rate will improve by 10 percentage points.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

• Chronic Absenteeism rate will improve by 10 percentage points.

Goal 9: By 2027 at John Morse for each Very Low performing student group on the 2023 California School Dashboard, the

- Suspension rate will improve by 5 percentage points, and
- Chronic Absenteeism rate will improve by 5 percentage points.

Although the school received additional Equity Multiplier funds for the 2025-26 school year, the site will continue implementing its original goals as the school did not receive any 2024 California School Dashboard color ratings due to its enrollment size.

Goal 10: By 2027 at Martin Luther King, Jr. for each Very Low performing student group on the 2023 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 30 percent, and
- Suspension rate will improve by 2 percent.

Goal 11: By 2027 at Success Academy for each Very Low performing student group on the 2023 California School Dashboard, the

• Suspension rate will improve by 5 percentage points.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

Chronic Absenteeism rate will improve by 35 percentage points.

Goal 12: By 2027 at Woodbine for each Very Low performing student group on the 2023 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 30 percentage points,
- Percent of students improving their SBAC Math Distance From Met will increase by 30 percentage points,
- English Learner Progress rate will improve by 5 percentage points, and
- Suspension rate will improve by 4 percentage points.

By 2027, for each Very Low performing student group on the 2024 California School Dashboard not previously identified as Very Low performing on the 2023 Dashboard, the:

- Percent of students improving their SBAC ELA Distance From Met will increase by 20 percentage points,
- Percent of students improving their SBAC Math Distance From Met will increase by 20 percentage points,
- English Learner Progress rate will improve by 5 percentage points,
- Suspension rate will improve by 4 percentage points, and
- Chronic Absenteeism rate will improve by 20 percentage points.

Goal 13: By 2027 at Fr Keith B Kenny for each Very Low performing student group on the 2024 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 20 percentage points.
- Suspension rate will improve by 4 percentage points.
- Chronic Absenteeism rate will improve by 10 percentage points.

Goal 14: By 2027 at Nicholas for each Very Low performing student group on the 2024 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 20 percentage points,
- Percent of students improving their SBAC Met Distance From Met will increase by 20 percentage points,
- English Learner Progress rate will improve by 10 percentage points, and
- Suspension rate will improve by 5 percentage points.

Goal 15: By 2027 at Pacific for each Very Low performing student group on the 2024 California School Dashboard, the

- Percent of students improving their SBAC ELA Distance From Met will increase by 20 percentage points,
- Percent of students improving their SBAC Met Distance From Met will increase by 20 percentage points,
- Suspension rate will improve by 10 percentage points, and
- Chronic Absenteeism rate will improve by 15 percentage points.

Documents Attached:

Draft 2025 Local Control Accountability Plan

Estimated Time of Presentation: 10 Minutes

Submitted by: Ed Eldridge, Ed.D, Executive Director, LCAP

Approved by: Lisa Allen, Superintendent



Meeting Date: June 5, 2025

Public Hearing

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

WICC CITT	<u>g Dute</u> . 04110 0, 2020
Subjec	et: Public Hearing for Dependent Charter 2025-26 Local Control Accountability Plans (LCAP)
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated:) Conference/Action

Division: Office of the Deputy Superintendent

Recommendation: The Board can make recommendations to the drafts of the 2025-26 LCAPs for each of the locally-funded or "dependent" charters. Final approval from the Board is scheduled for the June 25, 2025, Board of Education meeting.

<u>Background/Rationale</u>: The California Department of Education requires that all Local Education Agencies (LEAs) complete and approve a Local Control Accountability Plan. As independent LEAs, Bowling Green Elementary, George Washington Carver School of Arts and Sciences, New Joseph Bonnheim Community Charter, Sacramento New Technology High School, and The Met must complete their own LCAP. The SCUSD board is the ultimate governing board of these LEAs and must approve those LCAPs.

The process of creating an LCAP begins with a needs assessment to understand what students most need. The school creates goals with linked metrics and action items. Expenditures are connected to those actions. Along the way, the school leaders share the plan in progress and elicits feedback from a range of educational partners. At this point in the process, the attached documents are still in draft form. Prior to final approval, they will be finalized and recommended for approval by their local steering committees.

<u>Financial Considerations</u>: The LCAP is a guide to charter school's budget priorities. For 2025-26, the LCAPs have been amended to include requirements for spending the charter school's remaining LREBG grant funds.

LCAP Goal(s): NA

Documents Attached:

- 1. Draft 2025 Local Control Accountability Plan for Bowling Green Elementary
- 2. <u>Draft 2025 Local Control Accountability Plan for George Washington Carver School of Arts</u> and Sciences
- 3. Draft 2025 Local Control Accountability Plan for New Joseph Bonnheim Community Charter
- 4. <u>Draft 2025 Local Control Accountability Plan for Sacramento New Technology Early College</u> <u>High School</u>
- 5. Draft 2025 Local Control Accountability Plan for The Met High School

Estimated Time of Presentation: 2 min

Submitted by: Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Ed.D., Director, Innovative

Schools

Approved by: Lisa Allen, Superintendent

Page 2 of 2



CRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

Meeting Date: June 5, 2025

Subject: Public Hearing: Proposed Fiscal Year 2025-2026 Budget for All Funds (The proposed Budget is available beginning Monday, June 2, 2025, from 9:00 a.m. to 5:00 p.m. at the Serna Center Front Lobby and on the District's website at www.scusd.edu.)

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: Conduct a public hearing on the 2025-2026 Proposed Budget for All Funds.

<u>Background/Rationale</u>: The 2025-26 budget establishes expenditure authority for the District to conduct business in the upcoming fiscal year (July 1 – June 30). Education Code section 42127 (a)(1) requires the governing board of each school district to hold a public hearing on the budget to be adopted for the subsequent fiscal year. Education Code section 42127 (a)(2)(A) requires the governing board of the school district to file that budget with the county superintendent of schools not later than five days after that adoption or by July 1, whichever occurs first.

Tonight, June 5, 2025, the 2025-26 budget is presented to the Board for public hearing. This budget will be presented to the Board for adoption at its June 26, 2025 meeting.

The proposed budget is only an initial blueprint for revenues and expenditures as the preparation of the district's adopted budget occurs before the State enacts its budget, solidifying revenues for the upcoming year. Staff will continue to monitor actions at the state level, evaluate new information as it is known, and provide reports recommending budget adjustments accordingly.

<u>Financial Considerations</u>: The proposed budget establishes expenditure authority for all funds.

LCAP Goal(s): Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- 1. Public Hearing Notice
- 2. Executive Summary

3. Proposed Fiscal Year 2025-2026 Budget of All Funds

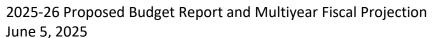
Estimated Time of Presentation: 10 minutes

Submitted by: Cindy Tao, Assistant Superintendent, Business Services

Approved by: Lisa Allen, Superintendent

Janea Marking, Chief Business and Operations Officer

Business Services





Sacramento City Unified School District 2025-26 Proposed Budget Report and Multiyear Fiscal Projection

Public Hearing – June 05, 2025 Adoption – June 26, 2025

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.

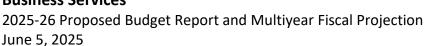
Illustrated below is a summary of the proposed State budget and budget guidelines as provided by the County Office of Education, Business and Administration Steering Committee (BASC), Capitol Advisors, School Services of California, Legislative Analyst's Office, and other professional organizations. The proposed budget report also contains financial summaries, multi-year projections and detailed financial state reports relating to the projected financial activity for 2025-26 through 2027-28 specific to the Sacramento City Unified School District.

Governor's Revised State Budget Proposal "May Revision"

Governor Newsom released his proposed revised state budget on May 14th for the upcoming 2025-26 fiscal year. Proposition 98 funding is now estimated to be \$114.6 billion for 2025-26, which is approximately \$4.3 billion less than the Governor's January budget proposal of \$118.9 billion. Across the three-year budget window (2023-24 through 2025-26), Proposition 98 funding has been revised downward by a total of \$4.6 billion. It is also noteworthy that the Legislative Analyst's Office generally concurs with the Governor's fiscal outlook for the state.

The 2025-26 Governor's January Budget proposed to appropriate the 2024-25 Proposition 98 minimum guarantee at \$1.6 billion lower than the calculated Proposition 98 formula level. The 2025-26 Governor's May Revision maintains the Governor's January Budget proposal of appropriating the 2024-25 Proposition 98 minimum guarantee at \$117.6, which is now \$1.3 billion lower than the formula requires. Reducing the amount appropriated from \$118.9 billion to \$117.6 billion mitigates the risk of appropriating more resources than are ultimately available when the final calculations for 2024-25 are made after the end of the fiscal year. In addition, the Governor's May Revision proposes to increase the TK-12 portion of Proposition 98 for Universal Transitional Kindergarten purposes and makes a corresponding reduction to the Proposition 98 portion for community colleges.

Business Services





The 2025-26 Governor's May Revision continues with the theme of June cash deferrals. While the 2024-25 \$490M (\$246 TK-12) of principal apportionment deferrals will have come and gone in the near future, the Governor's May revision proposes deferring \$2.3 billion (\$1.8 billion TK-12) of the June 2026 Local Control Funding Formula apportionments to July 2026. This equates to approximately 2% of a district's total LCFF State Aid.

Local Control Funding Formula Factors

Illustrated below is a comparison of projected statutory Cost-of-Living-Adjustments (COLAs) for the upcoming budget year and two subsequent years:

Description	25-26	26-27	27-28
LCFF COLAs (25-26 Gov. Proposal)	2.43%	3.52%	3.63%
LCFF COLAs (25-26 May Revision)	2.30%	3.02%	3.42%

The Governor's Budget proposes to fully fund the 2025-26 Local Control Funding Formula (LCFF) COLA of 2.30% with on-going funds, which costs approximately \$2.1 billion.

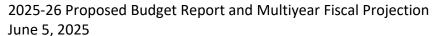
Learning Recovery Emergency Block Grant (LREBG)

Per the 2023-24 enacted state budget, the LREBG was reduced by approximately 14% with the legislature intending to restore approximately \$378M beginning in the 2025-26 fiscal year through the 2027-28 fiscal year. As intended, the Governor's Budget proposal includes an additional \$378.6M for LREBG. However, under existing law, LEAs must complete a needs assessment regarding the use and expenditure of LREBG funds for the 2025-26, 2026-27, and 2027-28 school years. In addition, LEAs must include the following in its 2025-26, 2026-27, and 2027-28 LCAPs:

- Actions to be carried out based on the needs assessment.
- LREBG expenditures that will be used to implement these actions.

Sacramento City Unified School District has included the remaining funds in the 2025–26 budget to partially cover the cost of the eight additional instructional days, which are the result of a state approved waiver. The instructional calendars reflecting these additional days were negotiated and formally approved by the Board on March 21, 2024. The total projected remaining fund balance allocated for this purpose is approximately \$4.4M.

Business Services





Transitional Kindergarten

As planned, Transitional Kindergarten (TK) will be fully implemented in 2025-26 requiring offering TK to all children who turn four by September 1st, which will cost approximately \$2.1 billion (inclusive of all prior years' investments), which was revised from the \$2.4 billion cost estimate due to the latest average daily attendance projections and lower COLA. In addition, the Governor proposes spending an additional \$1.2 billion to increase the TK add-on rate by \$2,397 per TK ADA.

Sacramento City Unified School District is projected to receive approximately \$3.9M in additional funding through the TK add-on rate. This allocation will help support the continued expansion and operational costs associated with full TK implementation in 2025–26.

Expanded Learning Opportunities Program

The May Revision contains \$515.5M (up from \$435M in January) for lowering the Unduplicated Pupil Percentage (UPP) threshold at which LEAs are required to offer ELOP to all students in grades TK-6 from 75% to 55%. LEAs with an UPP below 55% must offer the program to all unduplicated students in grades TK-6. In addition, \$10M of funding is proposed to increase the minimum grant amount from \$50,000 to \$100,000 per LEA.

Career Technical Education Master Plan

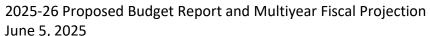
Per Executive Order N-11-23 approved August 31, 2023, the Governor called for a Master Plan on Career Education and issued an executive summary of the Master Plan in December 2024. As a result, Governor Newsom proposed various actions with a combination of one-time and ongoing funding. However, the Governor's May Revision proposes to significantly decrease or eliminate the funding for various actions noted in the Master Plan on Career Education.

Other Proposed Governor's Budget Components

Illustrated below is a summary of other major budget proposals:

- The Governor's Budget includes \$174M to fund the 2.30% estimated statutory COLA for the Adult Education Block Grant; American Indian Education Centers; American Indian Early Childhood Education Program; Child Nutrition; Foster Youth Programs; LCFF Equity Multiplier; Mandate Block Grant, and special education.
 - o The COLA is proposed to be suspended relating to the California State Preschool Program rates.
- \$7.1 billion for childcare and development programs administered by the Department of Social Services and maintains funding for the Cost of Care Plus Rate and prior commitments for the state to move to a single rate system based on cost of care.

Business Services





- Child Nutrition is proposed to receive an additional \$91M (\$1.94 billion state funding total) for universal meals and \$21.9M of additional ongoing funding to support the SUN Bucks (i.e., summer food assistance) program.
- \$100M of one-time funds for student teacher stipends instead of \$150M of one-time funds to support recruitment and retention of teachers.
- \$695M of one-time funds relating to literacy programs and coaching, professional development, and reading difficulties screener training.

Routine Restricted Maintenance Account (RRMA)

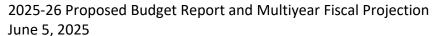
Education Code Section 17070.75 mandates that school districts contribute at least 3% of their total general fund expenditures and other financing uses to the RRMA annually. Key compliance points include:

- Calculation Basis: The 3% is calculated on total general fund expenditures, excluding STRS on-behalf expenditures and specific one-time funds.
- Year-End Adjustment: Contributions must be finalized based on actual year-end data, even if initially budgeted.
- Audit Requirements: Contributions are subject to review during the School Facility Program Bond Audit

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)
- Based on enacted bills from 2019-20 through 2021-22, total general fund expenditures for RRMA purposes do not include STRS on-behalf (Resource 7690) expenditures, and one-time funding sources to address COVID-19 challenges (Resources 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, and 7027).
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on the budget, it must be trued-up using actual expenditures.

Business Services





To comply with the outlined provisions, the Sacramento City School District has allocated \$22.9M to meet the 3% contribution requirement, ensuring adequate maintenance funding for school facilities. This allocation reflects an increase of approximately \$800,000 from the 2024-25 Second Interim to the 2025-26 Proposed Budget, demonstrating the District's continued commitment to maintaining essential infrastructure while aligning with its structural rebalancing and right-sizing plan to optimize financial resources.

2025-26 Proposed Budget Contributions from Unrestricted to Restricted

	2025-26 Proposed			2026-27		2027-28	
Program		Budget		Projected		Projected	
Routine Maintenance (RRMA)	\$	22,870,366	\$	20,623,291	\$	20,919,801	

Reserves

School districts are required to maintain a minimum reserve for economic uncertainty, which is 2% of total General Fund expenditures.

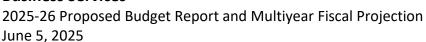
Since the Public School System Stabilization Account (PSSSA) will have a balance of \$540M at the end of 2024-25, far below the 3% threshold, the 10% reserve cap will not be in effect for the 2025-26 fiscal year.

To ensure compliance with the provisions, the Sacramento City School District has allocated \$15.8M in 2025-26 fiscal year to meet the 2% reserve requirement for economic uncertainty.

2025-26 Sacramento City Unified School District Primary Budget Components

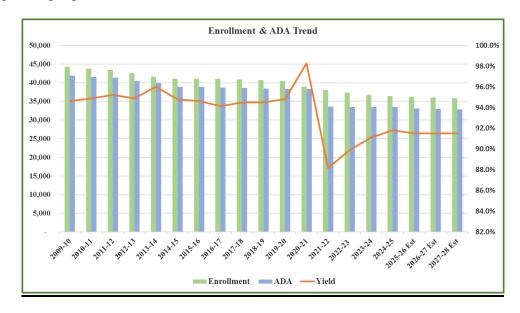
- Average Daily Attendance (ADA) is estimated at 33,321.19 (excludes COE ADA of 70.5).
- Due to declining enrollment, the funded ADA will be based on the prior year funded ADA of 33,658.07, reflecting a yield rate of 91.5%.
- The district's estimated unduplicated pupil percentage for supplemental and concentration funding is estimated to be 69.34%. The percentage will be revised based on actual data.
- Lottery revenue is estimated to be \$191 per ADA for unrestricted purposes and \$82 per ADA for restricted purposes.
- Transitional Kindergarten ratio regular "add-on" is \$5,545 per transitional kindergarten ADA decreased from \$6,404 from the January Governor's Proposal
- The Mandated Cost Block Grant is \$39.09 for K-8 ADA and \$75.31 for 9-12 ADA.

Business Services





 Except as illustrated under Contributions to Restricted Programs, all federal and state restricted categorical programs are self-funded.



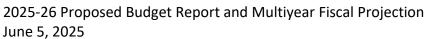
General Fund Revenue Components

The district receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

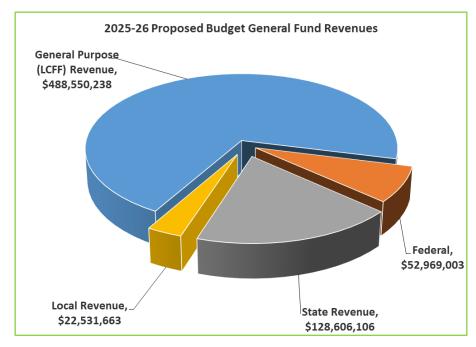
2025-26 Proposed Budget General Fund Revenues

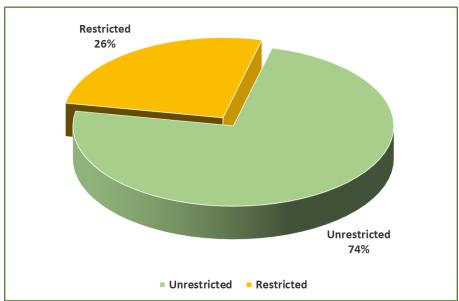
Description	Combined
General Purpose (LCFF) Revenue	488,550,238
Federal	52,969,003
State Revenue	128,606,106
Local Revenue	22,531,663
Total	\$692,657,010



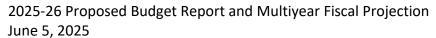








Business Services





Education Protection Account

Proposition 30, approved in 2012, temporarily raised California's sales and personal income tax rates for high-income earners, directing the funds into the Education Protection Account (EPA) for K-14 education. These funds are allocated based on each district's share of statewide funding, with a corresponding reduction in state aid. In 2016, Proposition 55 extended the higher income tax rates through 2030 but did not renew the sales tax increase.

The EPA funds must be used for instructional purposes, not administrative costs, and K-14 districts have discretion in how they spend these funds, with conditions:

- The spending plan must be approved in a public meeting.
- An annual report detailing the funds received and spent must be published on the district's website.
- A financial audit ensures compliance with penalties for misusing the funds.

Illustrated below is the District's projected EPA activity for 2025-26.

The district's projected EPA activity for 2025-26 will be revised throughout the year based on state updates.

Education Protection Account (EPA) Fiscal Year Ending June 30, 2026							
Estimated EPA Revenues:							
Estimated EPA Funds	\$69,893,387						
Budgeted Expenditures:							
Certificated Instructional Salaries and Benefits	\$69,893,387						
Balance	\$ -						

Business Services



City Unified

School District

2025-26 Proposed Budget Report and Multiyear Fiscal Projection June 5, 2025

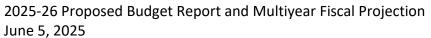
Operating Expenditure Components

The General Fund is used for the majority of the functions within the district. As illustrated below, salaries and benefits comprise approximately 94% of the district's unrestricted budget, and approximately 87.5% of the total General Fund budget, including both restricted and unrestricted.

2025-26 Proposed Budget General Fund Expenditures

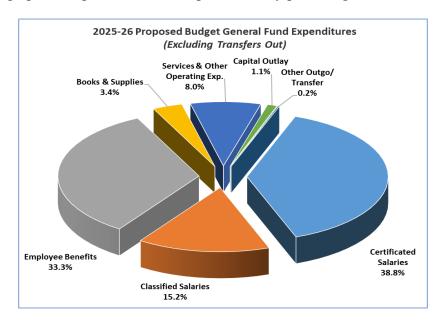
Description	Un	restricted	Re	stricted	Combined
Certificated Salaries		218,744,200		89,182,004	307,926,204
Classified Salaries		64,724,110		55,539,782	120,263,892
Employee Benefits		140,684,922		123,549,804	264,234,725
Books & Supplies		7,804,267		19,207,717	27,011,985
Services & Other Operating Exp.		28,936,153		34,865,144	63,801,296
Capital Outlay		1,684,909		7,069,361	8,754,270
Other Outgo/ Transfer		1,378,467		-	1,378,467
Transfers Out		(12,953,967)		10,719,860	(2,234,108)
Total	\$	451,003,061	\$	340,133,672	\$ 791,136,732

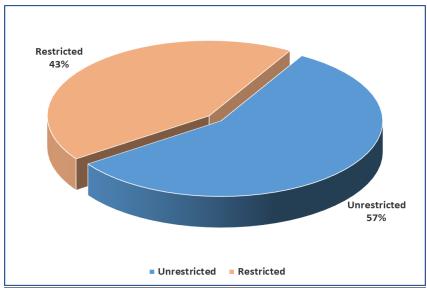
Business Services



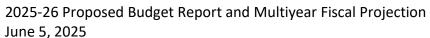


Following is a graphical representation of expenditures by percentage:





Business Services





General Fund Contributions to Restricted Programs

In addition to the required contribution to routine restricted maintenance, the district has identified necessary contributions from unrestricted resources to restricted programs to cover expenditures that exceed available revenues. From the 2024-25 Second Interim to the 2025-26 Proposed Budget, there has been an adjustment of 1.7M. This includes a \$1M increase in contributions to Special Education and a \$734,987 increase in Routine Maintenance contribution. These adjustments ensure that essential programs continue to receive adequate funding despite revenue shortfalls.

Illustrated below you will find the contributions made to the restricted fund:

2025-26 Proposed Budget Contributions from Unrestricted to Restricted

	2025-26		2026-27	2027-28
Program		posed Budget	Projected	Projected
Special Education	\$	124,211,579	\$ 124,211,579	\$ 124,211,579
Routine Maintenance (RRMA)	\$	22,870,366	\$ 20,623,291	\$ 20,919,801
Combined	\$	147,081,944	\$ 144,834,870	\$ 145,131,380

General Fund Summary

The district's 2025-26 General Fund projects a total operating deficit of \$94.7M resulting in an estimated ending fund balance of \$100.7M. The components of the District's fund balance are as follows:

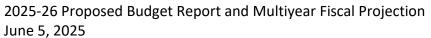
• Revolving Cash & Other Non-Spendables: \$253,000

• Restricted Programs: \$76.4M

• Reserve for Economic Uncertainty: \$15.8M

• Unassigned Fund Balance: \$8.1M

Business Services





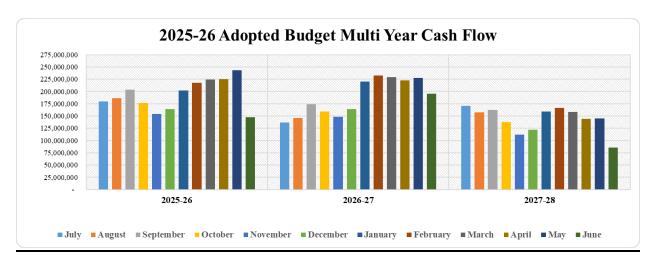
Illustrated below is a detailed description of the fund balance components.

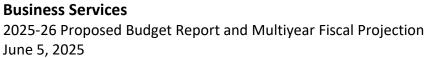
2025-26 Proposed Budget General Fund Summary

	2025-26 Proposed Budget					
Description	Unrestricted	Restricted	Combined			
Nonspendable	253,265		253,265			
Restricted		76,442,056	76,442,056			
Committed						
Assigned						
Unassigned/Unappropriated						
Reserve for Economic Uncertainties	15,822,735		15,822,735			
(Economic Uncertainty REU-2%)						
Unassigned/Unappropriated Fund Balance	\$ 8,142,635		\$ 8,142,635			
Total Components of Ending Fund Balance	\$ 24,218,634	\$ 76,442,056	\$ 100,660,690			

Multi-Year Cash Flow

The District prepared cash flows based on the multi-year projections report. For the 2025-26 Proposed Budget and multi-year projections, the District projects having a positive cash balance through June 2028.







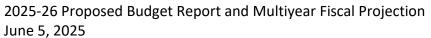
Fund Summaries

The District has several special purpose funds in addition to the general fund. Illustrated below is a summary of each Fund's fund balance and corresponding change.

2025-26 Other Funds Proposed Budget

Fund	Name	2025-26 Ending Fund Balance
08	Student Activity Fund	\$1,668,396
09	Charter Schools	\$10,635,979
11	Adult Education	\$452,927
12	Child Development	\$2,048,383
13	Cafeteria	\$14,158,437
21	Building Fund	\$4,798
25	Capital Facilities	\$37,790,104
35	County School Facilities Fund	\$7,418
49	Capital Projects for Blended Components	\$6,120,078
51	Bond Interest and Redemption	\$71,253,920
61	Cafeteria Enterprise Fund	\$50,435
67	Self-Insurance Fund	\$13,274,481

Business Services





Multi-Year Projection

General Planning Factors:

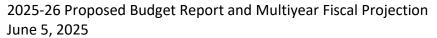
Illustrated below are the latest primary planning factors relating to the May Revise.

Planning Factor	2025-26	2026-27	2027-28
Cost-of-Living Adjustment (COLA) Local Control Funding Formula (LCFF) COLA Special Education COLA	2.30%	3.02%	3.42%
	2.30%	3.02%	3.42%
Employer Benefit Rates CalSTRS CalPERS-Schools State Unemployment Insurance	19.10%	19.10%	19.10%
	26.81%	26.90%	27.80%
	0.05%	0.05%	0.05%
Lottery Unrestricted per ADA Proposition 20 per ADA	\$191.00	\$191.00	\$191.00
	\$82.00	\$82.00	\$82.00
Minimum Wage	\$16.90¹	\$17.402	\$17.80³
Universal TK/ADA LCFF add-on	\$3,148.004	\$3,243.004	\$3,354.004
Mandate Block Grant School Districts Grades K-8 per ADA Grades 9-12 per ADA	\$39.09	\$40.27	\$41.65
	\$75.31	\$77.58	\$80.23
Charter Schools Grades K-8 per ADA Grades 9-12 per ADA Effective January 1, 2026 (Effective January 1, 2027, (Ef	\$20.52	\$21.14	\$21.86
	\$57.04	\$58.76	\$60.77

¹Effective January 1, 2026, ²Effective January 1, 2027, ³Effective January 1, 2028.

 $^{^4}$ The rates do not reflect the May Revise proposal to increase the rate to \$5,545 in 2025-26, \$5,712 in 2026-27, and \$5,907 in 2027-28.

Business Services





2025-26 Adopted Budget and Multi-Year Projection:

Illustrated below is the 2025-26 Proposed Budget Multi-Year Projections

2025-26 Proposed Budget Multi-Year Projections

	2025-2	6 Proposed B	udget	2026-27 Projection			2027-28 Projection		
Description	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
REVENUE AND OTHER FINANCING SOURCES									
LCFF/Revenue Limit Sources	485,862,174	2,688,064	488,550,238	494,380,583	2,688,064	497,068,647	510,199,348	2,688,064	512,887,412
Federal Revenues	-	52,969,003	52,969,003	-	39,910,921	39,910,921	- 1	39,910,921	39,910,921
Other State Revenues	12,464,964	116,141,142	128,606,106	12,464,964	114,147,432	126,612,396	12,464,964	114,147,432	126,612,396
Other Local Revenues	14,585,391	7,946,272	22,531,663	33,605,391	7,877,638	41,483,029	13,792,455	7,814,488	21,606,943
TOTAL REVENUES	512,912,529	179,744,481	692,657,010	540,450,938	164,624,055	705,074,993	536,456,767	164,560,905	701,017,672
EXPENDITURE AND OTHER FINANCING SOURCES									
Certificated Salaries	218,744,200	89,182,004	307,926,204	201,876,902	86,236,843	288,113,745	198,164,686	85,218,764	283,383,450
Classified Salaries	64,724,110	55,539,782	120,263,892	57,974,603	54,256,285	112,230,888	58,303,154	54,383,254	112,686,408
Employee Benefits	140,684,922	123,549,804	264,234,725	132,585,156	112,839,831	245,424,988	135,119,399	111,904,216	247,023,615
Books & Supplies	7,804,267	19,207,717	27,011,985	4,304,267	12,885,546	17,189,813	4,304,267	11,914,775	16,219,042
Services & Other Operating Expenses	28,936,153	34,865,144	63,801,296	21,086,153	28,129,649	49,215,802	21,086,153	42,344,796	63,430,949
Capital Outlay	1,684,909	7,069,361	8,754,270	1,684,909	3,229,758	4,914,667	1,684,909	2,545,190	4,230,099
Other Outgo (excluding Indirect Costs)	1,378,467	-	1,378,467	1,378,467	-	1,378,467	1,378,467	-	1,378,467
Other Outgo - Indirect Costs	(12,953,967)	10,719,860	(2,234,108)	(12,205,420)	9,971,312	(2,234,108)	(12,042,117)	9,808,010	(2,234,108)
TOTAL EXPENDITURES	451,003,061	340,133,672	791,136,732	408,685,037	307,549,224	716,234,261	407,998,918	318,119,004	726,117,922
EXCESS (DEFICIENCY) OF REVENUES OVER									
EXPENDITURES BEFORE OTHER FINANCING									
SOURCES AND USES	61,909,468	(160,389,191)	(98,479,722)	131,765,901	(142,925,169)	(11,159,268)	128,457,849	(153,558,099)	(25,100,250)
OTHER FINANCING SOURCES/USES									
Interfund Transfers									
Transfers In	3,755,880	-	3,755,880	3,755,880	-	3,755,880	3,755,880	-	3,755,880
Transfers Out			-	-		-	-		-
Contributions	(147,081,944)	147,081,944	-	(144,834,870)	144,834,870	-	(145,131,380)	145,131,380	-
TOTAL, OTHER FINANCING SOURCES/USES	(143,326,064)	147,081,944	3,755,880	(141,078,990)	144,834,870	3,755,880	(141,375,500)	145,131,380	3,755,880
NET INCREASE (DECREASE) IN FUND BALANCE	(81,416,596)	(13,307,246)	(94,723,842)	(9,313,089)	1,909,701	(7,403,388)	(12,917,651)	(8,426,719)	(21,344,370)
FUND BALANCE, RESERVES									
Beginning Fund Balance	105,635,230	89,749,302	195,384,532	24,218,634	76,442,056	100,660,690	14,905,545	78,351,757	93,257,302
Ending Fund Balance	24,218,634	76,442,056	100,660,690	14,905,545	78,351,757	93,257,302	1,987,894	69,925,037	71,912,931
Components of Ending Fund Balance:									
Non-spendable-Revolving Cash	150,000	-	150,000	150,000	-	150,000	150,000		150,000
Stores	103,265		103,265	103,265		103,265	103,265		103,265
Restricted		76,442,056	76,442,056		78,351,757	78,351,757		69,925,037	69,925,037
Reserve for Economic Uncertainties	15,822,735	-	15,822,735	14,324,685	-	14,324,685	14,522,358		14,522,358
Unassigned/Unappropriated	8,142,635	-	8,142,635	327,595	-	327,595	(12,787,729)	-	(12,787,729)
Unappropriated Percent			1.029%			0.046%			-1.761%

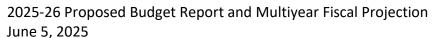
Revenue Assumptions:

Unrestricted Multi-Year Revenue Projections:

Fiscal Year 2025-26

For 2025–26, based on current enrollment trends, the district anticipates a continued 5% decline in enrollment. Projected student enrollment is estimated at 36,217 for 2025–26, followed by 36,033 in 2026–27, and 35,850 in 2027–28. Total projected revenues are \$692.7M, consisting of \$512.9M in unrestricted funds and \$179.7M in restricted funds.

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Unrestricted Revenues:

Unrestricted revenues for 2025-26 total \$512.9M and include \$485.9M from the Local Control Funding Formula (LCFF), which reflects the application of a 2.3% statutory cost-of-living adjustment (COLA). Along with \$12.5M from other state revenues, and \$14.6M from local revenues.

Other state revenues totaling \$12.5M consist of approximately \$1.6M from the Mandated Block Grant, \$6.3M from the State Lottery, and \$4.5M from other state revenue streams.

Local revenues totaling \$14.6M include \$10.2M from interest income, \$1.4M from leases and rentals, and \$2.9M from billed leases, rent, and interagency transactions. Interagency transactions generally consist of reimbursements or cost-sharing arrangements with other governmental entities, such as payments from county offices, or collaborative programs with neighboring school districts. These transactions help recover the costs for services provided or facilities shared among agencies.

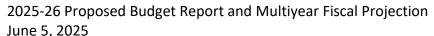
Restricted Revenues:

The restricted portion of the budget includes \$2.6M from the Local Control Funding Formula, \$52.9M in federal funding, \$116.1M from state revenues, and \$7.9M from local revenues, totaling approximately\$179.5M.

Federal restricted revenue includes Title I, with a combined allocation of over \$28.1M, consisting of \$19.2M in base funding and an additional \$9.3M in carryover. Individuals with Disabilities Education Act (IDEA), provides more than \$10M in base funding. The 2023 Clean Bus Rebate contributes approximately \$2M in one-time federal revenue. Additional funding includes \$1.9M from Title II (NCLB II) and over \$1.6M from 21st Century Community Learning Centers (21st CCLC). Title IV brings in another \$1.6M, \$978,438 from Title III LEP, \$842,381 from ESSA, \$659,959 from another Title IV Part A allocation, \$529,284 from Vocational Apportionment Secondary, and \$509,000 from another 21st CCLC allocation. All remaining programs total approximately \$2.2M and include various special education, ROTC, Indian Education, Homeless Education, and other federal initiatives.

Restricted other state revenue includes several key grant resources. The largest allocation comes from Special Education (Other State Apportionment) at approximately \$33.9M, followed by \$28.8M through the STRS Pension (Other State) contribution. The Expanded Learning Opportunities Program (ELOP) provides about \$19.4M, while After School Learning contributes \$9M. The Arts and Music Grant accounts for nearly \$5.6M, and the LCFF Equity Multiplier

Business Services





provides \$3.4M. The California State Preschool Program (CSPP) is funded at approximately \$3.3M, and State Mental Health contributes an additional \$2.8M. Other restricted state revenue sources total approximately \$9.7M and include various grants such as Career Technical Education Incentive, TUPE (Tobacco Use Prevention Education), Golden State Teacher Grants, Partner Academies, Governor's CTE Initiative, Gang Violence Suppression, and other specialized education support programs.

Restricted local revenue includes the Medi-Cal Billing Option Program at approximately \$4.2M, Air Quality grant funds for \$2.4M, Safe Zone Squad grant contributes about \$751,130, and the Civic Permits program generates \$350,000 through community use of school facilities. All other restricted local revenue total approximately \$188,200 and include various resources such as Gear Up, Migrant, CalHOPE.

Fiscal Year 2026-27

For 2026-27, the district projects total revenues of approximately \$705.1M, reflecting a slight increase from the 2025-26 adopted budget. Of this amount, \$540.5M is unrestricted and \$164.6M is restricted.

Unrestricted Revenue

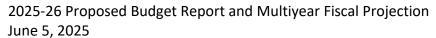
The unrestricted revenue includes \$494.4M from the Local Control Funding Formula, \$12.5M from other state revenues, and \$33.6M from local revenues.

Unrestricted revenues for 2026-27 from the Local Control Funding Formula reflect the application of a projected 3.02% statutory cost-of-living adjustment, resulting in an increase of approximately \$6.7M in state aid funding and \$1.8M in Education Protection Account (EPA) funding.

Other state revenues are expected to remain relatively steady compared to 2025-26.

Local revenues are projected to increase by about \$20M due to a one-time potential OPEB disbursement. The one-time OPEB drawdown is intended to provide short-term support to the General Fund and maintain fiscal solvency. No drawdown is planned for 27-28. The measured use of OPEB disbursements provides the District with short-term fiscal relief while it works to implement sustainable, long-term budget solutions, including right-sizing efforts to address structural imbalances.

Business Services





Restricted Revenue

Restricted revenue consists of \$2.7M from the Local Control Funding Formula, \$39.9M in federal funds, \$114.1M from state revenues, and \$7.9M from local revenues.

Federal revenues are projected to decrease by about \$13M due to a reduction in Title I funding by approximately \$9.3M, the decrease is primarily due to the availability of one-time carryover funds in 2025-26 that will not recur in 2026-27. Additional reductions include \$809,282 from ESSA, \$95,602 from Title II, and \$672,326 from Title IV, Part A. Funding for Title III – Limited English Proficient is also expected to drop by \$178,707.

Other state revenues are expected to decrease in 2026-27. The CTE Incentive Grant is projected to decline by approximately \$1.25M, the Strong Workforce Program will see a reduction of \$212,621, and the Teacher Implementation and Expansion Grant is expected to decrease by \$335,419.

Fiscal Year 2027-28

For 2027-28, the district projects total revenues of approximately \$701M, reflecting a slight decrease from 2026-27 projected budget primarily due to the expiration of one-time local revenue. Of the total revenue, \$536.5M is unrestricted and \$164.6M is restricted.

Unrestricted Revenue

Unrestricted revenue includes \$510.2M from the Local Control Funding Formula, \$12.5M from other state revenue, and \$13.8M from local revenue.

Unrestricted revenues from the Local Control Funding Formula reflect the application of a projected 3.42% statutory cost-of-living adjustment, resulting in an increase of approximately \$13.7M in state aid funding and \$2M in Education Protection Account funding.

Other state revenues are expected to remain relatively steady compared to 2026-27.

Local revenues are projected to decrease in 2027-28 due to the discontinuation of the \$20M onetime OPEB disbursement received in the prior year. While the measured use of these disbursements offered temporary fiscal relief, the District must continue to implement sustainable, long-term budget solutions\ including right-sizing efforts to address ongoing structural imbalances.

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2025-26 Proposed Budget Report and Multiyear Fiscal Projection June 5, 2025



Restricted Revenue

Restricted revenue consists of \$2.7M from the Local Control Funding Formula, \$39.9M in federal funds, \$114.1M from state sources, and \$7.8M from local revenues. All revenues are expected to remain relatively steady compared to 2026-27.

Expenditure Assumptions:

Unrestricted Multi-Year Expenditures Projections:

Fiscal Year 2025-26

Unrestricted

In 2025-26, unrestricted expenditures total approximately \$451M. Certificated salaries account for \$218.7M, with classified salaries at \$64.7M. Employee benefits total \$140.7M, reflecting employer contributions and benefit costs. Books and supplies are projected at \$7.8M, while services and other operating expenses total \$28.9M. Capital outlay is estimated at \$1.6M. Other outgo totals \$1.3M, and indirect costs result in an offset of approximately \$12.9M.

Restricted

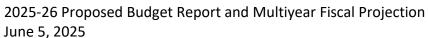
The Restricted expenditures for 2025-26 amount to approximately \$340.1M. Certificated salaries are budgeted at \$89.2M, with classified salaries at \$55.5M. Employee benefits make up \$123.5M. Books and supplies are projected at \$19.2M, and services and other operating expenses at \$34.9M. Capital outlay is \$7.1M, while indirect costs add back \$10.7M to the total. These figures reflect the use of restricted program funding, including state and federal categorical allocations.

Fiscal Year 2026-27

Unrestricted

In 2026-27, the district's unrestricted expenditure adjustments reflect a mix of cost increases and strategic reductions across major categories in response to declining enrollment and ongoing right-sizing efforts. In certificated salaries, increases of approximately \$3.1M are attributed to step-and-column, while classified salaries rise by \$453,000 for similar reasons. However, these increases are offset by staffing reductions tied to a projected 5% enrollment decline, including a \$6.8M

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reduction in certificated salaries and \$649,479 on classified and \$10M in broader salary reductions. Employee benefits increase significantly, with \$3.97M in health and welfare cost increases and \$676,000 tied to certificated step increases. These are partially offset by \$3.3M in benefit savings from staffing reductions and \$7.6M from overall organizational restructuring.

In the books and supplies and services and operating expenses categories, the district has planned reductions totaling \$5.5M due to enrollment-driven cost declines and utility savings. Specific cuts include \$2.5M in books and supplies and \$4.85M in services, including \$3M from liability insurance savings. These actions aim to align spending with reduced service needs. Capital outlay remains unchanged. In other outgo, the district reflects a \$748,547 increase in indirect cost recovery, improving General Fund support. Collectively, these adjustments underscore the district's continued efforts to manage rising fixed costs while pursuing operational efficiencies and long-term fiscal sustainability.

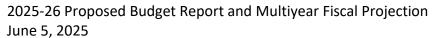
Restricted

In 2026–27, the district's restricted expenditures reflect significant adjustments due to expiring grants, projected reductions in categorical funding, and the conclusion of one-time allocations. In the certificated and classified salary categories, minor increases of approximately \$1.25M and \$388,778, respectively, are attributed to step-and-column salary advancements. These are offset by broader reductions across multiple programs. Employee benefits reflect a net increase of over \$3.5M, driven by rising health and welfare costs and CalPERS increasing employer contribution adjustments. However, benefit savings are realized through the conclusion or realignment of programs like Educator Effectiveness, Title I, CTE Incentive, and Special Education-related grants.

Notably, large decreases appear in books and supplies and services and operating expenses, totaling over \$12M, with the most significant impact stemming from the reduction in the Arts & Music block grant, Educator Effectiveness Grant, and the use of prior year balances in child nutrition programs. Capital outlay drops by more than \$4.8M, following the exhaustion of infrastructure-related funds such as KIT Funds and Commercial Dishwasher programs. Meanwhile, other outgo includes a reduction of \$748,547 related to changes in the indirect cost rate.

Additional reductions totaling \$1.8M are seen in federal programs such as Title II, III, and IV, No Child Left Behind II, and 21st Century, as well as numerous smaller programs including Gang Violence Prevention, Golden State, Learning Communities for School Success Program, and Safe Zone Squad whose funding either declined or fully expired. Some offsets are provided by increased

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allocations to programs like LCFF Equity Multiplier and Reserve Officers' Training Corps (ROTC).

Fiscal Year 2027-28

Unrestricted

In 2027–28, unrestricted expenditures reflect continued adjustments aligned with the district's right-sizing plan and enrollment trends. Salary-related costs reflect modest increases due to step-and-column advancements, with certificated salaries increasing by \$3.1M and classified salaries by approximately \$456,240, accompanied by corresponding benefit increases. The employer benefits category reflects further growth, including a \$656,334 increase in PERS contributions and an \$4.3M rise in health and welfare costs, consistent with the assumed 8% annual increase. However, these increases are offset by continued reductions in staffing aligned to a projected 5% enrollment decline, resulting in salary and benefit savings of approximately \$10.2M across certificated, classified, and benefit lines compared to 2026-27.

Unlike prior years, no additional reductions are made to utilities or discretionary categories, and the adjustment for indirect costs reflects a \$163,303 increase. The overall strategy continues the district's effort to balance short-term obligations with long-term sustainability through careful monitoring of staffing needs and benefits while maintaining alignment with projected enrollment levels.

Restricted

In 2027–28, restricted expenditures compensation costs rise modestly with certificated step-and-column increases totaling approximately \$670,510 in salaries and \$231,924 in benefits, while classified salary advancements add \$379,794 and \$143,182 in corresponding benefits. The budget also accounts for a CalPERS rate increase to 27.80%, adding \$546,361, and a projected 8% increase in health and welfare costs, contributing an additional \$3.7M in benefit expenditures. An increase in ELOP (Expanded Learning Opportunities Program) is also reflected in services and operating expenditures, offsetting many reductions in all other areas.

Significant reductions are tied to expiring grants and funding reallocations, such as the \$1.4M reduction in salaries and \$984,760 in benefits for literacy specialist support), and a \$406,640 reduction in Educator Effectiveness Grant expenditures. The district also sees a \$3.9M reduction in Special Education and a \$594,294 decrease in the State Early Intervention Preschool. Other decreases are spread across smaller programs, including Title IV, Title III, ROTC, and CalHOPE. A net indirect cost offset of \$163,303 helps reduce the overall impact. These adjustments are part

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2025-26 Proposed Budget Report and Multiyear Fiscal Projection June 5, 2025

of a broader realignment strategy to adapt to reduced funding levels while preserving targeted program support.

Estimated Ending Fund Balances:

During 2026-27, the district estimates that the General Fund is projected to deficit spend by \$7.4M resulting in an ending General Fund balance of approximately \$93.3M, combining both restricted and unrestricted.

During 2027-28, the district estimates that the General Fund is projected to deficit spend by \$21.3M resulting in an ending General Fund balance of \$71.9M.

The District is committed to maintaining fiscal stability through right-size planning, structural rebalancing, proactive strategies, continuous evaluation of financial assumptions, and timely actions to support long-term fiscal sustainability.

Illustrated below are the components of fund balance for the current and two subsequent years in accordance with Senate Bill 858 disclosure requirements that show the amounts over the State mandated reserve of 2% percent of total General Fund outgo:

2025-26 Proposed Budget MYP General Fund Summary

	2025-26 Proposed Budget			2026-27 Projected			2027-28 Proposed		
Description	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Nonspendable	253,265		253,265	253,265		253,265	253,265		253,265
Restricted		76,442,056	76,442,056		78,351,757	78,351,757		69,925,037	69,925,037
Committed									
Assigned									
Unassigned/Unappropriated									
Reserve for Economic Uncertainties	15,822,735		15,822,735	14,324,685		14,324,685	14,522,358		14,522,358
(Economic Uncertainty REU-2%)									
Unassigned/Unappropriated Fund Balance	\$ 8,142,635		\$ 8,142,635	\$ 327,595		\$ 327,595	\$ (12,787,729)		\$(12,787,729)
Total Components of Ending Fund Balance	\$ 24,218,634	\$ 76,442,056	\$ 100,660,690	\$ 14,905,545	\$78,351,757	\$93,257,302	\$ 1,987,894	\$69,925,037	\$ 71,912,931

Business Services





2025-26 Proposed Budget Report and Multiyear Fiscal Projection June 5, 2025

Conclusion:

The 2025–26 Proposed Budget and Multi-Year Projections reflect the District's ongoing fiscal challenges amid declining enrollment, rising operational costs, and the planned phase-out of one-time funding. While the District is able to meet its financial obligations for the current year, the projections for 2026–27 and 2027–28 reveal continued structural deficits and increasing reliance on reserves.

By 2027–28, the unrestricted fund balance is projected to become negative, resulting in a negative unappropriated reserve percentage highlighting the importance of sustained fiscal planning and corrective action. Despite these pressures, the District continues to meet the 2% reserve requirement for economic uncertainties and maintains sufficient cash to operate through the multi-year period.

To address these imbalances, the District has initiated a right-sizing plan focused on aligning ongoing expenditures with sustainable revenues. Continued implementation of this plan, alongside long-term budget solutions and close monitoring of financial assumptions, will be essential to restoring structural balance and maintaining fiscal solvency in the years ahead.

Sacramento City Unified School District Business Services Office

NOTICE OF PUBLIC HEARING

Public Hearing of Proposed Fiscal Year 2025-2026 Budget for All Funds

Copies of the plan may be inspected at:

Serna Education Center 5735 47th Avenue Sacramento, CA 95824

The Sacramento City Unified School District Governing Board will adopt the Proposed Fiscal Year 2025-2026 Budget for All Funds at the June 26, 2025 Governing Board Meeting

HEARING DATE:

Thursday, June 5, 2025

TIME:

6:00 P.M.

LOCATION:

Serna Center 5735 47th Avenue Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT:

Budget Services (916) 643-9402

Proposed Fiscal Year 2025-2026 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 5, 2025

Sacramento City Unified School District

Board of Education

Jasjit Singh, President, Area 2
Tara Jeane, Vice President, Area 1
Chinua Rhodes, 2nd Vice President, Area 5
Jose Navarro, Area 3
April Ybarra, Area 4
Taylor Kayatta, Area 6
Michael Benjamin, Area 7
Justine Chueh-Griffith, Student Board Member

Cabinet

Lisa Allen, Superintendent
Mary Hardin Young, Deputy Superintendent
Brian Heap, Chief Communications Officer
Janea Marking, Chief Business and Operations Officer
Cancy McArn, Chief Human Resource Officer and Lead Negotiator
Tim Rocco, Chief Information Officer
Yvonne Wright, Chief Academic Officer

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Budget, July 1 FINANCIAL REPORTS 2025-26 Budget School District Certification

34 67439 0000000 Form CB G8BWGY3RH7(2025-26)

AI	NNUAL BUDGET RI	EPORT:									
Ju	lly 1, 2025 Budget A	Adoption									
	Select applicable b	ooxes:									
Х	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.										
Х	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 av ailable f	or inspection at:	Public Hear	ing:							
	Place:	Serna Center, 5735 47th Avenue Sacramento CA	Place:	Board of Education Meeting, Serna Center Community Rooms							
	Date:	06/02/25	Date:	6/5/25							
			Time:	6:00 PM							
	Adoption Date:	06/26/25									
	Signed:										
		Clerk/Secretary of the Governing Board									
		(Original signature required)									
	Printed Name:	Title:		•							
	· ·	r additional information on the budget reports:									
		Cindy Tao	•	916-693-8359							
	Title:	Assistant Superintendent, Business Services	E-mail:	cindy-tao@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.

CRIT	ERIA AND STANDARDS		Met	Not Met
1	Average Daily Attendance	Projected (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.	х	
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.	х	
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.		х
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		х
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.		х
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.		х
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.		х
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.	х	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	х	

Budget, July 1 FINANCIAL REPORTS 2025-26 Budget School District Certification

		School district Certification		
9a	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.	х	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	х	
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.		х
SUPF	PLEMENTAL 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?	х	
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?		х
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?	х	
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?		х
SUPF	PLEMENTAL INFORMATION (continued)		No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		х
		 If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2024-25) annual payment? 	х	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		х
		 If yes, are they lifetime benefits? 		х
		 If yes, do benefits continue beyond age 65? 		Х
		 If yes, are benefits funded by pay-as-you-go? 	Х	
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)?		х
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		Certificated? (Section S8A, Line 1)		Х
		Classified? (Section S8B, Line 1)		х
		Management/supervisor/confidential? (Section S8C, Line 1)	n/a	
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? 		х
		Adoption date of the LCAP or an update to the LCAP:	06/05	5/2025
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?		х
ADD	TIONAL 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?	х	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		х
А3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		х
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?	х	
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?	х	
ADD	TIONAL FISCAL INDICATORS (continued	1)	No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		х
A7	Independent Financial System	Is the district's financial system independent from the county office system?		Х

Budget, July 1 FINANCIAL REPORTS 2025-26 Budget School District Certification

34 67439 0000000 Form CB G8BWGY3RH7(2025-26)

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	

Budget, July 1 2025-26 Budget WORKERS' COMPENSATION CERTIFICATION

34 67439 0000000 Form CC G8BWGY3RH7(2025-26)

ANNUAL CER	TIFICATION REGARDING SELF-INSUR	RED WORKERS' COMPENSATION	I CLAIMS		
superintendent		ide information to the governing b	oard of the school distric	t regarding the estimate	d for workers' compensation claims, the d accrued but unfunded cost of those claims. The e in its budget for the cost of those claims.
To the County	Superintendent of Schools:				
C	Our district is self-insured for workers' con	mpensation claims as defined in E	ducation Code Section 4	2141(a):	
	Total liabilities actuarially determined:		\$		
	Less: Amount of total liabilities reserv	ed in budget:	\$		
	Estimated accrued but unfunded liabil	ities:	\$		0.00
ХТ	his school district is self-insured for work	kers' compensation claims through	a JPA, and offers the fo	ollowing information:	
Signed	his school district is not self-insured for the school district is		Date of Meeting:	06/26/2025	
(0	Original signature required)				
Printed Name	:	Title:			
For additional i	information on this certification, please c	ontact:		-	
Name:	Cindy Tao				
Title:	Assistant Superintendent, Business Services				
Telephone:	9166437837				
E-mail:	cindy-tao@scusd.edu				

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.

Expenditures by Object							G0BWG1	/3RH7(2025-26	
			20	24-25 Estimated Actual	s	2025-26 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	482,595,291.13	2,688,061.00	485,283,352.13	485,862,174.00	2,688,064.00	488,550,238.00	0.7%
2) Federal Revenue		8100-8299	9,129,355.52	45,451,775.68	54,581,131.20	0.00	52,969,002.84	52,969,002.84	-3.0%
3) Other State Revenue		8300-8599	13,306,351.63	119,462,023.21	132,768,374.84	12,464,964.11	116,141,142.11	128,606,106.22	-3.1%
4) Other Local Revenue		8600-8799	13,804,547.23	8,038,360.56	21,842,907.79	14,585,390.96	7,946,272.00	22,531,662.96	3.2%
5) TOTAL, REVENUES			518,835,545.51	175,640,220.45	694,475,765.96	512,912,529.07	179,744,480.95	692,657,010.02	-0.3%
B. EXPENDITURES 1) Certificated Salaries		1000-1999	215,101,933.50	99.735.045.95	314,836,979.45	218,744,200.27	89,182,004.10	307,926,204.37	-2.2%
Classified Salaries Classified Salaries		2000-2999	58,517,295.12	39,574,412.44	98,091,707.56	64,724,110.31	55,539,782.10	120,263,892.41	22.6%
3) Employ ee Benefits		3000-3999	137,903,527.53	98,747,699.25	236,651,226.78	140,684,921.51	123,549,803.93	264,234,725.44	11.7%
4) Books and Supplies		4000-4999	3,010,327.41	8,721,801.95	11,732,129.36	7,804,267.28	19,207,716.20	27,011,983.48	130.29
5) Services and Other Operating Expenditures		5000-5999	33,584,689.72	97,194,717.58	130,779,407.30	28,936,152.76	34,865,143.54	63,801,296.30	-51.29
6) Capital Outlay		6000-6999	1,876,950.74	7,489,860.17	9,366,810.91	1,684,908.88	7,069,360.89	8,754,269.77	-6.5%
Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,113,443.00	0.00	1,113,443.00	1,378,467.00	0.00	1,378,467.00	23.89
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(11,453,572.45)	9,299,301.29	(2,154,271.16)	(12,953,967.38)	10,719,859.71	(2,234,107.67)	3.79
9) TOTAL, EXPENDITURES			439,654,594.57	360,762,838.63	800,417,433.20	451,003,060.63	340,133,670.47	791,136,731.10	-1.29
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			79,180,950.94	(185,122,618.18)	(105,941,667.24)	61,909,468.44	(160,389,189.52)	(98,479,721.08)	-7.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	3,257,063.82	0.00	3,257,063.82	3,755,880.00	0.00	3,755,880.00	15.3%
b) Transfers Out 2) Other Sources/Uses		7600-7629	762,000.00	0.00	762,000.00	0.00	0.00	0.00	-100.0%
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	0.09
3) Contributions		8980-8999	(148,046,168.90)	148,046,168.90	0.00	(147,081,944.23)	147,081,944.23	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(145,551,105.08)	148,046,168.90	2,495,063.82	(143,326,064.23)	147,081,944.23	3,755,880.00	50.5%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(66,370,154.14)	(37,076,449.28)	(103,446,603.42)	(81,416,595.79)	(13,307,245.29)	(94,723,841.08)	-8.4%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	172,005,383.87	126,825,751.54	298,831,135.41	105,635,229.73	89,749,302.26	195,384,531.99	-34.69
b) Audit Adjustments c) As of July 1 - Audited (F1a + F1b)		9793	0.00 172,005,383.87	0.00 126,825,751.54	0.00 298,831,135.41	105,635,229.73	0.00 89,749,302.26	0.00	-34.69
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.09
e) Adjusted Beginning Balance (F1c + F1d)			172,005,383.87	126,825,751.54	298,831,135.41	105,635,229.73	89,749,302.26	195,384,531.99	-34.69
2) Ending Balance, June 30 (E + F1e)			105,635,229.73	89,749,302.26	195,384,531.99	24,218,633.94	76,442,056.97	100,660,690.91	-48.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.09
Stores Prepaid Items		9712 9713	103,264.51	0.00	103,264.51	103,264.51	0.00	103,264.51	0.09
All Others		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.09
b) Restricted		9740	0.00	89,749,302.26	89,749,302.26	0.00	76,442,056.97	76,442,056.97	-14.89
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.09
d) Assigned Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.09
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		0790	16,023,588.66	0.00	16,023,588.66	15,822,735.00	0.00	15,822,735.00	4.00
Unassigned/Unappropriated Amount		9789 9790	16,023,588.66 89,358,376.56	0.00	16,023,588.66 89,358,376.56	8,142,634.43	0.00	8,142,634.43	-1.39 -90.99
G. ASSETS			05,050,570.06	0.00	55,555,510.30	0,142,004.43	0.00	0,172,004.40	-30.37
1) Cash									
a) in County Treasury		9110	196,069,358.11	(24,874,195.81)	171,195,162.30				
Fair Value Adjustment to Cash in County Treasury		9111	3,637,253.00	0.00	3,637,253.00				
b) in Banks		9120	64,461.76	10.00	64,471.76				
c) in Revolving Cash Account		9130	150,000.00	0.00	150,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Inv estments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	8,827,769.54	561,805.81	9,389,575.35				
4) Due from Grantor Government		9290	1,329,994.33	29,203,335.74	30,533,330.07				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	103,264.51	0.00	103,264.51				

Sacramento County				estricted and Restricte xpenditures by Object	u			G8BWG	Y3RH7(2025-26)
			20	024-25 Estimated Actua	ls		2025-26 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
7) Prepaid Expenditures		9330	0.00	0.00	0.00	(-)	(-)	(-)	
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receiv able		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			210,182,101.25	4,890,955.74	215,073,056.99				
H. DEFERRED OUTFLOWS OF RESOURCES									
Deferred Outflows of Resources TOTAL, DEFERRED OUTFLOWS		9490	0.00	0.00	0.00				
I. LIABILITIES			0.00	0.00	0.00				
Accounts Payable		9500	33,736,533.26	3,464,580.47	37,201,113.73				
2) Due to Grantor Governments		9590	3,069,855.70	1,869,062.25	4,938,917.95				
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			36,806,388.96	5,333,642.72	42,140,031.68				
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)			173,375,712.29	(442,686.98)	172,933,025.31				
LCFF SOURCES									
Principal Apportionment		0044	304,339,510.00	0.00	304,339,510.00	000 040 007 00	0.00	200 040 027 00	4.40/
State Aid - Current Year Education Protection Account State Aid - Current		8011	304,339,510.00	0.00	304,339,510.00	290,946,637.00	0.00	290,946,637.00	-4.4%
Year		8012	52,467,012.00	0.00	52,467,012.00	69,893,387.00	0.00	69,893,387.00	33.2%
State Aid - Prior Years		8019	(1,668,252.00)	0.00	(1,668,252.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	648,732.00	0.00	648,732.00	648,732.00	0.00	648,732.00	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	99,671,094.00	0.00	99,671,094.00	99,671,094.00	0.00	99,671,094.00	0.0%
Unsecured Roll Taxes		8042	3,919,434.63	0.00	3,919,434.63	3,565,525.00	0.00	3,565,525.00	-9.0%
Prior Years' Taxes		8043	1,112,628.85	0.00	1,112,628.85	865,861.00	0.00	865,861.00	-22.2%
Supplemental Taxes Education Revenue Augmentation Fund (ERAF)		8044 8045	2,949,989.00 19,974,365.00	0.00	2,949,989.00 19,974,365.00	2,949,989.00 19,974,365.00	0.00	2,949,989.00 19,974,365.00	0.0%
Community Redevelopment Funds (SB			19,974,305.00	0.00	19,974,365.00	19,974,365.00	0.00	19,974,365.00	0.0%
617/699/1992)		8047	15,374,047.00	0.00	15,374,047.00	15,374,047.00	0.00	15,374,047.00	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	7,473.65	0.00	7,473.65	0.00	0.00	0.00	-
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			498,796,034.13	0.00	498,796,034.13	503,889,637.00	0.00	503,889,637.00	1.0%
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	(16,200,743.00)	0.00	(16,200,743.00)	(18,027,463.00)	0.00	(18,027,463.00)	11.3%
Property Taxes Transfers		8097	0.00	2,688,061.00	2,688,061.00	0.00	2,688,064.00	2,688,064.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			482,595,291.13	2,688,061.00	485,283,352.13	485,862,174.00	2,688,064.00	488,550,238.00	0.7%
FEDERAL REVENUE		0110	0.00			0.00	0.00	0.00	0.007
Maintenance and Operations Special Education Entitlement		8110 8181	0.00	0.00 8,950,572.05	0.00 8,950,572.05	0.00	0.00 10,223,915.00	10,223,915.00	0.0%
Special Education Discretionary Grants		8182	0.00	956,756.45	956,756.45	0.00	895,263.00	895,263.00	-6.4%
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 8285	9,129,355.52	0.00	9,129,355.52	0.00	0.00	0.00	-100.0%
Interagency Contracts Between LEAs Pass-Through Rev enues from Federal Sources		8285 8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	18,831,691.22	18,831,691.22	0.00	28,515,904.75	28,515,904.75	51.4%
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		2,574,043.55	2,574,043.55		1,996,976.00	1,996,976.00	-22.4%
Title III, Immigrant Student Program	4201	8290		1,250.88	1,250.88		212,771.00	212,771.00	16,909.7%

			Ex	penditures by Object		G8BWGY3RH7(2025-26				
			20:	24-25 Estimated Actual	s		2025-26 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
Title III, English Learner Program	4203	8290		803,443.30	803,443.30		1,145,901.00	1,145,901.00	42.6%	
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%	
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126,	8290								
Occasional Technical Education	4127, 4128, 5630	0000		6,430,943.82	6,430,943.82		5,947,442.25	5,947,442.25	-7.5%	
Career and Technical Education	3500-3599	8290 8290		529,284.00	529,284.00		529,284.00	529,284.00	0.0%	
All Other Federal Revenue TOTAL, FEDERAL REVENUE	All Other	8290	0.00	6,373,790.41	6,373,790.41	0.00	3,501,545.84	3,501,545.84	-45.1%	
			9,129,355.52	45,451,775.68	54,581,131.20	0.00	52,969,002.84	52,969,002.84	-3.0%	
OTHER STATE REVENUE Other State Apportionments										
Special Education Master Plan	0500	2011		04 000 500 00					0.000	
Current Year	6500	8311		31,206,530.00	31,206,530.00		33,894,591.00	33,894,591.00	8.6%	
Prior Years	6500	8319	0.00	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	200,000.00	200,000.00	0.00	0.00	0.00	-100.0%	
Mandated Costs Reimbursements		8550	1,636,748.00	0.00	1,636,748.00	1,631,404.11	0.00	1,631,404.11	-0.3%	
Lottery - Unrestricted and Instructional Materials Tax Relief Subventions		8560	7,100,610.13	3,510,487.50	10,611,097.63	6,333,560.00	2,719,120.00	9,052,680.00	-14.7%	
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%	
Expanded Learning Opportunities Program (ELO-	2000									
P)	2600	8590		20,056,937.60	20,056,937.60		19,407,883.00	19,407,883.00	-3.2%	
After School Education and Safety (ASES)	6010	8590		10,114,914.35	10,114,914.35		9,045,876.16	9,045,876.16	-10.6%	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%	
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		464,072.01	464,072.01		399,070.00	399,070.00	-14.09	
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		1,291,693.30	1,291,693.30		1,277,448.00	1,277,448.00	-1.1%	
Arts and Music in Schools (Prop 28)	6770	8590		5,936,070.00	5,936,070.00		5,639,266.00	5,639,266.00	-5.0%	
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	4,568,993.50	46,681,318.45	51,250,311.95	4,500,000.00	43,757,887.95	48,257,887.95	-5.8%	
TOTAL, OTHER STATE REVENUE			13,306,351.63	119,462,023.21	132,768,374.84	12,464,964.11	116,141,142.11	128,606,106.22	-3.1%	
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		00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.076	
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	50,000.00	0.00	50,000.00	89,889.00	0.00	89,889.00	79.8%	
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.09	
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 Interest		8650 8660	2,038,149.42	360,724.66	2,398,874.08	2,282,272.00	360,085.00	2,642,357.00	10.1%	
Net Increase (Decrease) in the Fair Value of		8662	9,433,542.38	0.00	9,433,542.38	10,223,946.00	0.00	10,223,946.00	8.4% 0.0%	
Investments Fees and Contracts			0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.09	
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.09	
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.09	
Interagency Services		8677	887,535.97	0.00	887,535.97	1,071,280.00	0.00	1,071,280.00	20.79	
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.09	
• •				50	2.30			2.20		
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.09	

Expenditures by Object G8BWGY3RH7									/3RH7(2025-26)
			20	24-25 Estimated Actual	s		2025-26 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Plus: Miscellaneous Funds Non-LCFF (50		8691	0.00	0.00	0.00	0.00	0.00	2.00	0.00/
Percent) Adjustment 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	1,395,319.46	7,677,635.90	9,072,955.36	918,003.96	7,586,187.00	8,504,190.96	-6.3%
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 From JPAs	6500 6500	8792 8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers	0300	0/95		0.00	0.00		0.00	0.00	0.0%
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 TOTAL, OTHER LOCAL REVENUE		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
			13,804,547.23	8,038,360.56	21,842,907.79	14,585,390.96	7,946,272.00	22,531,662.96	3.2%
TOTAL, REVENUES CERTIFICATED SALARIES			518,835,545.51	175,640,220.45	694,475,765.96	512,912,529.07	179,744,480.95	692,657,010.02	-0.3%
Certificated SALARIES Certificated Teachers' Salaries		1100	175,913,967.33	60,381,706.67	236,295,674.00	170,797,730.52	55,785,876.84	226,583,607.36	-4.1%
Certificated Pupil Support Salaries		1200	14,496,195.32	16,870,019.09	31,366,214.41	20,690,991.22	11,743,367.26	32,434,358.48	3.4%
Certificated Supervisors' and Administrators'		1300							
Salaries			23,573,231.19	5,828,305.75	29,401,536.94	24,231,006.13	4,509,335.81	28,740,341.94	-2.2%
Other Certificated Salaries		1900	1,118,539.66	16,655,014.44	17,773,554.10	3,024,472.40	17,143,424.19	20,167,896.59	13.5%
TOTAL, CERTIFICATED SALARIES			215,101,933.50	99,735,045.95	314,836,979.45	218,744,200.27	89,182,004.10	307,926,204.37	-2.2%
CLASSIFIED SALARIES Classified Instructional Salaries		2100	2,803,869.99	15,114,938.28	17,918,808.27	3,332,073.43	28,992,697.56	32,324,770.99	80.4%
Classified Support Salaries		2200	20,729,771.57	11,555,170.65	32,284,942.22	24,779,117.97	14,678,308.59	39,457,426.56	22.2%
Classified Supervisors' and Administrators' Salaries		2300	9,485,576.50	4,713,367.60	14,198,944.10	10,192,713.89	3,506,876.92	13,699,590.81	-3.5%
Clerical, Technical and Office Salaries		2400	22,549,075.91	4,502,694.33	27,051,770.24	22,002,558.53	4,194,206.82	26,196,765.35	-3.2%
Other Classified Salaries		2900	2,949,001.15	3,688,241.58	6,637,242.73	4,417,646.49	4,167,692.21	8,585,338.70	29.4%
TOTAL, CLASSIFIED SALARIES			58,517,295.12	39,574,412.44	98,091,707.56	64,724,110.31	55,539,782.10	120,263,892.41	22.6%
EMPLOYEE BENEFITS									
STRS		3101-3102	37,167,521.14	43,997,619.91	81,165,141.05	40,765,295.30	40,457,072.79	81,222,368.09	0.1%
PERS		3201-3202	15,800,708.21	10,702,850.99	26,503,559.20	18,316,855.91	11,755,846.20	30,072,702.11	13.5%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	7,695,939.09	4,530,045.55	12,225,984.64	9,886,289.79	5,778,583.46	15,664,873.25	28.1%
Unemployment Insurance		3401-3402 3501-3502	59,624,833.12	30,617,762.33	90,242,595.45	49,578,358.28	53,037,666.20	102,616,024.48	13.7%
Workers' Compensation		3601-3602	134,101.02 4,052,104.95	67,376.59 2,072,816.61	201,477.61 6,124,921.56	141,282.93 4,250,612.83	71,298.24 1,867,296.81	212,581.17 6,117,909.64	-0.1%
OPEB, Allocated		3701-3702	13,390,784.95	6,730,853.70	20,121,638.65	17,705,989.04	10,572,070.57	28,278,059.61	40.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	37,535.05	28,373.57	65,908.62	40,237.43	9,969.66	50,207.09	-23.8%
TOTAL, EMPLOYEE BENEFITS			137,903,527.53	98,747,699.25	236,651,226.78	140,684,921.51	123,549,803.93	264,234,725.44	11.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	11,329.75	1,364,172.62	1,375,502.37	85,026.00	2,719,120.00	2,804,146.00	103.9%
Books and Other Reference Materials		4200	60,782.46	131,143.36	191,925.82	165,329.00	58,707.00	224,036.00	16.7%
Materials and Supplies		4300	1,305,831.04	5,344,753.46	6,650,584.50	6,859,787.17	15,011,093.56	21,870,880.73	228.9%
Noncapitalized Equipment		4400	1,632,384.16	1,881,732.51	3,514,116.67	694,125.11	1,418,795.64	2,112,920.75	-39.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES	IDEO		3,010,327.41	8,721,801.95	11,732,129.36	7,804,267.28	19,207,716.20	27,011,983.48	130.2%
SERVICES AND OTHER OPERATING EXPENDITU Subagreements for Services	JKES	5100	4,359,401.49	80,395,130.34	84,754,531.83	3,674,783.94	20,420,894.78	24,095,678.72	-71.6%
Travel and Conferences		5200	279,349.51	575,148.75	854,498.26	682,875.56	675,009.22	1,357,884.78	58.9%
Dues and Memberships		5300	152,841.55	5,797.00	158,638.55	200,592.00	8,200.00	208,792.00	31.6%
Insurance		5400 - 5450	3,400,182.42	525.00	3,400,707.42	3,865,191.54	0.00	3,865,191.54	13.7%
Operations and Housekeeping Services		5500	10,712,447.17	5,800.00	10,718,247.17	42,000.00	105,000.00	147,000.00	-98.6%
Rentals, Leases, Repairs, and Noncapitalized		5600							
Improv ements			1,443,171.70	532,452.92	1,975,624.62	1,832,481.20	953,683.40	2,786,164.60	41.0%
Transfers of Direct Costs Transfers of Direct Costs - Interfund		5710 5750	(524,035.03)	524,035.03	(1.169.099.70)	(406,369.69)	406,369.69	0.00	0.0%
Professional/Consulting Services and Operating			(1,172,985.53)	4,896.74	(1,168,088.79)	(1,598,916.00)	(81,290.13)	(1,680,206.13)	43.8%
Expenditures		5800	13,345,223.54	15,144,460.45	28,489,683.99	19,059,191.69	12,344,076.58	31,403,268.27	10.2%
Communications		5900	1,589,092.90	6,471.35	1,595,564.25	1,584,322.52	33,200.00	1,617,522.52	1.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			33,584,689.72	97,194,717.58	130,779,407.30	28,936,152.76	34,865,143.54	63,801,296.30	-51.2%
EN ENDITORES			33,304,009.72	51,194,111.58	130,779,407.30	20,930, 152.76	J4,000,143.54	05,001,290.30	-51.270

Expenditures by Object G8BWGY3RH7								/3RH7(2025-26)	
			202	24-25 Estimated Actual	s		2025-26 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	117,596.53	117,596.53	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	32,561.52	5,947,399.74	5,979,961.26	0.00	2,227,803.54	2,227,803.54	-62.7%
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%
Equipment		6400	1,819,389.22	1,373,651.68	3,193,040.90	1,620,908.88	4,841,557.35	6,462,466.23	102.4%
Equipment Replacement		6500	25,000.00	51,212.22	76,212.22	64,000.00	0.00	64,000.00	-16.0%
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			1,876,950.74	7,489,860.17	9,366,810.91	1,684,908.88	7,069,360.89	8,754,269.77	-6.5%
OTHER OUTGO (excluding Transfers of Indirect	t 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	66,761.00	0.00	66,761.00	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 IDAs		7142	1,036,147.00	0.00	1,036,147.00	1,367,932.00	0.00	1,367,932.00	32.0%
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		7211	0.00	0.00	0.00	0.00	0.00	0.00	
To JPAs		7212	0.00		0.00	0.00	0.00		0.0%
Special Education SELPA Transfers of Apportionments		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	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 TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)		7439	10,535.00	0.00	10,535.00	1,378,467.00	0.00	1,378,467.00	23.8%
OTHER OUTGO - TRANSFERS OF INDIRECT C	OSTS		1,113,443.00	0.00	1,113,443.00	1,378,467.00	0.00	1,376,467.00	23.0%
Transfers of Indirect Costs	00.0	7310	(9,299,301.29)	9,299,301.29	0.00	(10,719,859.71)	10,719,859.71	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(2,154,271.16)	0.00	(2,154,271.16)	(2,234,107.67)	0.00	(2,234,107.67)	3.7%
TOTAL, OTHER OUTGO - TRANSFERS OF									
INDIRECT COSTS			(11,453,572.45)	9,299,301.29	(2,154,271.16)	(12,953,967.38)	10,719,859.71	(2,234,107.67)	3.7%
TOTAL, EXPENDITURES			439,654,594.57	360,762,838.63	800,417,433.20	451,003,060.63	340,133,670.47	791,136,731.10	-1.2%
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	3,257,063.82	0.00	3,257,063.82	3,755,880.00	0.00	3,755,880.00	15.3%
(a) TOTAL, INTERFUND TRANSFERS IN			3,257,063.82	0.00	3,257,063.82	3,755,880.00	0.00	3,755,880.00	15.3%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	15,000.00	0.00	15,000.00	0.00	0.00	0.00	-100.0%
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	747,000.00	0.00	747,000.00	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			762,000.00	0.00	762,000.00	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments		0004			2.5-			2.5-	0.000
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		3333	0.00	0.00	0.00	0.00	0.00	0.00	0.076
Transfers from Funds of Lapsed/Reorganized		9005							
LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

			2024-25 Estimated Actuals						
Description		ject des	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation	89	971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases	89	972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds	89	973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs	89	974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources	89	979	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%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs	76	651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses	76	699	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	89	980	(148,046,168.90)	148,046,168.90	0.00	(147,081,944.23)	147,081,944.23	0.00	0.0%
Contributions from Restricted Revenues	89	990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(148,046,168.90)	148,046,168.90	0.00	(147,081,944.23)	147,081,944.23	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(145,551,105.08)	148,046,168.90	2,495,063.82	(143,326,064.23)	147,081,944.23	3,755,880.00	50.5%

	Expenditures by Function					G8BWG	1		
			20	24-25 Estimated Actual	s	2025-26 Budget			
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	482,595,291.13	2,688,061.00	485,283,352.13	485,862,174.00	2,688,064.00	488,550,238.00	0.7%
2) Federal Revenue		8100-8299	9,129,355.52	45,451,775.68	54,581,131.20	0.00	52,969,002.84	52,969,002.84	-3.0%
3) Other State Revenue		8300-8599	13,306,351.63	119,462,023.21	132,768,374.84	12,464,964.11	116,141,142.11	128,606,106.22	-3.1%
4) Other Local Revenue		8600-8799	13,804,547.23	8,038,360.56	21,842,907.79	14,585,390.96	7,946,272.00	22,531,662.96	3.2%
5) TOTAL, REVENUES			518,835,545.51	175,640,220.45	694,475,765.96	512,912,529.07	179,744,480.95	692,657,010.02	-0.3%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		248,711,816.24	143,304,628.88	392,016,445.12	239,173,675.44	194,110,507.99	433,284,183.43	10.5%
2) Instruction - Related Services	2000-2999		98,667,186.07	141,610,643.10	240,277,829.17	74,796,580.24	44,870,893.65	119,667,473.89	-50.2%
3) Pupil Services	3000-3999		26,281,952.34	35,940,556.18	62,222,508.52	61,790,084.28	60,560,833.99	122,350,918.27	96.6%
4) Ancillary Services	4000-4999		4,573,854.96	793,480.40	5,367,335.36	11,629,181.05	2,783,025.77	14,412,206.82	168.5%
5) Community Services	5000-5999		194,461.16	29,431.75	223,892.91	0.00	267,964.00	267,964.00	19.7%
6) Enterprise	6000-6999		25,000.00	0.00	25,000.00	0.00	87,360.00	87,360.00	249.4%
7) General Administration	7000-7999		15,549,621.79	10,444,172.52	25,993,794.31	26,087,773.19	13,134,662.36	39,222,435.55	50.9%
8) Plant Services	8000-8999		44,537,259.01	28,639,925.80	73,177,184.81	36,147,299.43	24,318,422.71	60,465,722.14	-17.4%
9) Other Outgo	9000-9999	Except 7600- 7699	1,113,443.00	0.00	1,113,443.00	1,378,467.00	0.00	1,378,467.00	23.8%
10) TOTAL, EXPENDITURES			439,654,594.57	360,762,838.63	800,417,433.20	451,003,060.63	340,133,670.47	791,136,731.10	-1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			79,180,950.94	(185,122,618.18)	(105,941,667.24)	61,909,468.44	(160,389,189.52)	(98,479,721.08)	-7.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	3,257,063.82	0.00	3,257,063.82	3,755,880.00	0.00	3,755,880.00	15.3%
b) Transfers Out		7600-7629	762,000.00	0.00	762,000.00	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	(148,046,168.90)	148,046,168.90	0.00	(147,081,944.23)	147,081,944.23	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(145,551,105.08)	148,046,168.90	2,495,063.82	(143,326,064.23)	147,081,944.23	3,755,880.00	50.5%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(66, 370, 154.14)	(37,076,449.28)	(103,446,603.42)	(81,416,595.79)	(13,307,245.29)	(94,723,841.08)	-8.4%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	172,005,383.87	126,825,751.54	298,831,135.41	105,635,229.73	89,749,302.26	195,384,531.99	-34.6%
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)			172,005,383.87	126,825,751.54	298,831,135.41	105,635,229.73	89,749,302.26	195,384,531.99	-34.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			172,005,383.87	126,825,751.54	298,831,135.41	105,635,229.73	89,749,302.26	195,384,531.99	-34.6%
2) Ending Balance, June 30 (E + F1e)			105,635,229.73	89,749,302.26	195,384,531.99	24,218,633.94	76,442,056.97	100,660,690.91	-48.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Stores		9712	103,264.51	0.00	103,264.51	103,264.51	0.00	103,264.51	0.0%
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	89,749,302.26	89,749,302.26	0.00	76,442,056.97	76,442,056.97	-14.8%
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	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object) e) Unassigned/Unappropriated		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Reserve for Economic Uncertainties		9789	16,023,588.66	0.00	16,023,588.66	15,822,735.00	0.00	15,822,735.00	-1.3%
		9789							
Unassigned/Unappropriated Amount		9790	89,358,376.56	0.00	89,358,376.56	8,142,634.43	0.00	8,142,634.43	-90.9%

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	16,950,980.73	16,950,980.73
5810	Other Restricted Federal	0.00	429,256.04
6211	Literacy Coaches and Reading Specialists Grant Program	3,525,411.02	2,454,832.85
6266	Educator Effectiveness, FY 2021-22	3,232,703.32	423,271.66
6300	Lottery: Instructional Materials	3,688,821.59	3,688,821.59
6332	CA Community Schools Partnership Act - Implementation Grant	7,344,837.30	6,666,291.30
6371	CalWORKs for ROCP or Adult Education	11,331.00	11,331.00
6546	Mental Health-Related Services	239,687.75	239,687.75
6547	Special Education Early Intervention Preschool Grant	710,326.04	710,326.04
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	12,573,567.39	0.00
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	7,630,325.68	6,785,552.90
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	65,028.41	0.00
7029	Child Nutrition: Food Service Staff Training Funds	140,352.62	0.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	2,227,803.54	0.00
7034	Child Nutrition: Commercial Dishwasher Grant	160,000.00	0.00
7085	Learning Communities for School Success Program	1,334,546.84	329,904.23
7311	Classified School Employee Professional Development Block Grant	38,409.03	.03
7339	Dual Enrollment Opportunities	98,111.54	.54
7388	SB 117 COVID-19 LEA Response Funds	196,853.26	196,853.26
7399	LCFF Equity Multiplier	3,230,878.52	2,503,390.95
7412	A-G Access/Success Grant	1,175,695.88	0.00
7413	A-G Learning Loss Mitigation Grant	787,682.97	0.00
7435	Learning Recovery Emergency Block Grant	4,448,419.50	0.00
7810	Other Restricted State	1,193,583.36	1,193,583.36
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	6,212,732.99	6,425,367.49
9010	Other Restricted Local	12,531,211.98	27,432,605.25
Total, Restricted Balance		89,749,302.26	76,442,056.97

SPECIAL REVENUE FUNDS

Sı	pecial	Revenue	Funds	Definition
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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	2024-25 Estimated Actuals	2025-26 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					
Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	0.00	0.00	0.0
3) Employ ee 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
		7100-7299,	0.00	0.00	0.0
7) Other Outgo (excluding Transfers of Indirect Costs)		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.
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.
b) Transfers Out		7600-7629	0.00	0.00	0.
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.
b) Uses		7630-7699	0.00	0.00	0.0
3) Contributions		8980-8999	0.00	0.00	0.
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.
F. FUND BALANCE, RESERVES 1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,668,396.21	1,668,396.21	0.0
b) Audit Adjustments		9791		0.00	0.0
		9193	0.00		
c) As of July 1 - Audited (F1a + F1b)		9795	1,668,396.21	1,668,396.21	0.0
d) Other Restatements		9795	0.00	0.00	0.
e) Adjusted Beginning Balance (F1c + F1d)			1,668,396.21	1,668,396.21	0.
2) Ending Balance, June 30 (E + F1e)			1,668,396.21	1,668,396.21	0.
Components of Ending Fund Balance					
a) Nonspendable		0744	0.00	0.00	0
Revolving Cash		9711	0.00	0.00	0.
Stores		9712	5,934.00	0.00	-100.
Prepaid Items		9713	0.00	0.00	0.
All Others		9719	0.00	0.00	0.
b) Restricted		9740	1,662,462.21	1,668,396.21	0.
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.
Other Commitments		9760	0.00	0.00	0.
d) Assigned		0700	2.22		
Other Assignments		9780	0.00	0.00	0.
e) Unassigned/Unappropriated		0700	2.22	2.22	
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.

Budget, July 1 Student Activity Special Revenue Fund Expenditures by Object

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Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
a) in County Treasury		9110	0.00	•	
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,662,462.21		
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		
		9320			
6) Stores		9320	5,934.00		
7) Prepaid Expenditures			0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,668,396.21		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
. 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					
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS		0000	0.00		
			0.00		
K. FUND EQUITY Ending Fund Balance, June 30					
(G10 + H2) - (I6 + J2)			1,668,396.21		
<u> </u>			1,000,090.21		
REVENUES		2024	0.00	0.00	0.00
Sale of Equipment and Supplies		8631	0.00	0.00	0.09
All Other Sales		8639	0.00	0.00	0.09
Interest		8660	0.00	0.00	0.09
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	0.09
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0
Other Certificated Salaries		1900	0.00	0.00	0.09
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.09
CLASSIFIED SALARIES					
		2100	0.00	0.00	0.0
Classified Instructional Salaries			0.00	0.00	0.0
Classified Instructional Salaries Classified Support Salaries		2200			
Classified Support Salaries				0.00	
Classified Support Salaries Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0
Classified Support Salaries Classified Supervisors' and Administrators' Salaries Clerical, Technical and Office Salaries		2300 2400	0.00	0.00	0.09
Classified Support Salaries Classified Supervisors' and Administrators' Salaries Clerical, Technical and Office Salaries Other Classified Salaries		2300	0.00 0.00 0.00	0.00	0.0° 0.0° 0.0°
Classified Support Salaries Classified Supervisors' and Administrators' Salaries Clerical, Technical and Office Salaries		2300 2400	0.00	0.00	0.0

Budget, July 1 Student Activity Special Revenue Fund Expenditures by Object

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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%
Unemploy ment 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%
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			

Budget, July 1 Student Activity Special Revenue Fund Expenditures by Object

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Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(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	2024-25 Estimated Actuals	2025-26 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					
o) Figure Services	0000-0999	Except 7600-	0.00	0.00	0.0%	
9) Other Outgo	9000-9999	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	1,668,396.21	1,668,396.21	0.0%	
b) Audit Adjustments		9793	0.00	0.00	0.0%	
c) As of July 1 - Audited (F1a + F1b)			1,668,396.21	1,668,396.21	0.0%	
d) Other Restatements		9795	0.00	0.00	0.0%	
e) Adjusted Beginning Balance (F1c + F1d)			1,668,396.21	1,668,396.21	0.0%	
2) Ending Balance, June 30 (E + F1e)			1,668,396.21	1,668,396.21	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	1,662,462.21	1,668,396.21	0.4%	
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	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%	

Budget, July 1 Student Activity Special Revenue Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
8210	Student Activity Funds	1,662,462.21	1,668,396.21
Total, Restricted Balance	pe e	1,662,462.21	1,668,396.21

					G8BWGY3RH7(2025-26	
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference	
A. REVENUES						
1) LCFF Sources		8010-8099	20,840,763.00	19,107,429.67	-8.3	
2) Federal Revenue		8100-8299	437,126.40	493,958.00	13.0	
3) Other State Revenue		8300-8599	4,048,282.76	4,123,501.94	1.9	
4) Other Local Revenue		8600-8799	652,302.50	29,150.00	-95.5	
5) TOTAL, REVENUES			25,978,474.66	23,754,039.61	-8.6	
B. EXPENDITURES						
1) Certificated Salaries		1000-1999	10,592,923.39	10,242,252.97	-3.3	
2) Classified Salaries		2000-2999	1,650,567.48	1,900,672.10	15.2	
3) Employ ee Benefits		3000-3999	6,825,213.08	8,384,972.82	22.9	
4) Books and Supplies		4000-4999	560,554.72	1,362,168.65	143.0	
5) Services and Other Operating Expenditures		5000-5999	3,135,255.77	3,445,738.38	9.9	
6) Capital Outlay		6000-6999	0.00	0.00	0.0	
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,				
7) Other Outgo (excluding Transfers of Indirect Costs)		7400-7499	0.00	0.00	0.0	
8) Other Outgo - Transfers of Indirect Costs		7300-7399	86,878.59	205,784.01	136.9	
9) TOTAL, EXPENDITURES			22,851,393.03	25,541,588.93	11.8	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,127,081.63	(1,787,549.32)	-157.2	
D. OTHER FINANCING SOURCES/USES						
1) Interfund Transfers						
a) Transfers In		8900-8929	1,092,281.64	0.00	-100.0	
b) Transfers Out		7600-7629	3,725,345.46	3,755,880.00	0.:	
2) Other Sources/Uses						
a) Sources		8930-8979	0.00	0.00	0.	
b) Uses		7630-7699	0.00	0.00	0.	
3) Contributions		8980-8999	0.00	0.00	0.0	
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,633,063.82)	(3,755,880.00)	42.0	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			494,017.81	(5,543,429.32)	-1,222.1	
F. FUND BALANCE, RESERVES			404,017.01	(0,040,420.02)	1,222.	
Beginning Fund Balance						
a) As of July 1 - Unaudited		9791	15,685,390.76	16,179,408.57	3.	
b) Audit Adjustments		9793	0.00	0.00	0.	
c) As of July 1 - Audited (F1a + F1b)		5755				
		9795	15,685,390.76	16,179,408.57	3.	
d) Other Restatements		9795	0.00	0.00	0.	
e) Adjusted Beginning Balance (F1c + F1d)			15,685,390.76	16,179,408.57	3.	
2) Ending Balance, June 30 (E + F1e)			16,179,408.57	10,635,979.25	-34.	
Components of Ending Fund Balance						
a) Nonspendable						
Revolving Cash		9711	0.00	0.00	0.	
Stores		9712	0.00	0.00	0.	
Prepaid Items		9713	0.00	0.00	0.	
All Others		9719	0.00	0.00	0.	
b) Restricted		9740	7,910,391.04	5,131,592.44	-35.	
c) Committed						
Stabilization Arrangements		9750	0.00	0.00	0.	
Other Commitments		9760	0.00	0.00	0.	
d) Assigned						
Other Assignments		9780	8,269,017.53	5,504,386.81	-33.	
Charter School Fund	0000	9780	8,018,208.53			
Charter Lottery Fund	1100	9780	250,809.00			
Charter School Fund	0000	9780	,	5, 253, 577. 81		
Charter Lottery Fund	1100	9780		250,809.00		
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0	
Unassigned/Unappropriated Amount		9790	0.00	0.00	0	
		313 0	0.00	0.00	0	
G. ASSETS						
1) Cash		0				
a) in County Treasury		9110	12,809,565.04			

			 		
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
1) Fair Value Adjustment to Cash in County Treasury		9111	162,424.00		
b) in Banks		9120	966.00		
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	190,714.99		
4) Due from Grantor Government		9290	1,337,937.97		
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			14,501,608.00		
H. DEFERRED OUTFLOWS OF RESOURCES			11,001,000.00		
Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES			0.00		
1) Accounts Payable		9500	480,912.69		
Due to Grantor Governments		9590			
3) Due to Other Funds		9610	1,944,164.26		
,			0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,425,076.95		
J. DEFERRED INFLOWS OF RESOURCES					
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			12,076,531.05		
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	12,589,161.00	12,811,047.67	1.8%
Education Protection Account State Aid - Current Year		8012	4,011,890.00	1,907,756.00	-52.4%
State Aid - Prior Years		8019	(33,478.00)	0.00	-100.0%
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	4,273,190.00	4,388,626.00	2.7%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			20,840,763.00	19,107,429.67	-8.3%
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	0.09
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	415,393.40	493,958.00	18.99
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.09
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.09
Title III, Immigrant Student Program	4201	8290	0.00	0.00	0.09
	4201	8290			
Title III, English Learner Program			0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Other Every Student Succeeds Act	3040, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128,	8290			
0 17 1 1 151 17	5630	2000	0.00	0.00	0.09
Career and Technical Education	3500-3599	8290	0.00	0.00	0.09
All Other Federal Revenue	All Other	8290	21,733.00	0.00	-100.09
TOTAL, FEDERAL REVENUE			437,126.40	493,958.00	13.0
OTHER STATE REVENUE Other State Apportionments		i			
Special Education Master Plan					
Current Year	6500	8311	0.00	0.00	0.0
Prior Years	6500	8319	0.00	0.00	0.0
All Other State Apportionments - Current Year	All Other	8311			0.0
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	
Child Nutrition Programs	All Other	8520	0.00	0.00	0.0
Mandated Costs Reimbursements		8550	0.00	0.00	0.0
			48,543.00	45,438.00	-6.4
Lottery - Unrestricted and Instructional Materials	0000	8560	323,644.75	382,662.00	18.2
Expanded Learning Opportunities Program (ELO-P)	2600	8590	2,053,937.61	2,243,821.00	9.2
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
Arts and Music in Schools (Prop 28)	6770	8590	247,295.00	247,295.00	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	1,374,862.40	1,204,285.94	-12.4
TOTAL, OTHER STATE REVENUE			4,048,282.76	4,123,501.94	1.9
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	602,785.00	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	49,517.50	29,150.00	-41.1
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			652,302.50	29,150.00	-95.5
					-8.6

					G8BWGY3RH7(2025-26
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	8,830,930.83	8,651,877.00	-2.0%
Certificated Pupil Support Salaries		1200	425,812.23	413,848.66	-2.8%
Certificated Supervisors' and Administrators' Salaries		1300	1,284,237.60	1,136,389.73	-11.5%
Other Certificated Salaries		1900	51,942.73	40,137.58	-22.7%
TOTAL, CERTIFICATED SALARIES			10,592,923.39	10,242,252.97	-3.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	268,436.60	450,194.06	67.7%
Classified Support Salaries		2200	500,150.43	520,088.84	4.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	682,163.21	784,998.99	15.19
Other Classified Salaries		2900	199,817.24	145,390.21	-27.2%
TOTAL, CLASSIFIED SALARIES			1,650,567.48	1,900,672.10	15.29
EMPLOYEE BENEFITS					
STRS		3101-3102	2,578,092.95	2,931,017.77	13.79
PERS		3201-3202	403,477.23	540,122.58	33.9%
OASDI/Medicare/Alternative		3301-3302	296,475.32	393,372.90	32.79
Health and Welfare Benefits		3401-3402	2,753,161.58	3,534,031.15	28.4%
Unemployment Insurance		3501-3502	5.925.19	6,054.87	2.29
Workers' Compensation		3601-3602	178,393.22	182,060.29	2.19
OPEB, Allocated		3701-3702	607,820.60	796,966.86	31.19
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,866.99	1,346.40	-27.9%
TOTAL, EMPLOYEE BENEFITS		0001 0002	6,825,213.08	8,384,972.82	22.99
BOOKS AND SUPPLIES			0,020,210.00	0,304,972.02	22.37
Approved Textbooks and Core Curricula Materials		4100	49,591.46	0.00	-100.0%
Books and Other Reference Materials		4200	1,444.17	108,955.00	7,444.59
Materials and Supplies		4300			
		4400	386,650.69	1,253,213.65	224.19
Noncapitalized Equipment			122,868.40	0.00	-100.09
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			560,554.72	1,362,168.65	143.09
SERVICES AND OTHER OPERATING EXPENDITURES		5100	204 200 27	075 000 00	22.20
Subagreements for Services		5100	864,938.27	275,000.00	-68.29
Travel and Conferences		5200	52,427.59	45,787.00	-12.7%
Dues and Memberships		5300	9,120.00	0.00	-100.09
Insurance		5400-5450	0.00	0.00	0.09
Operations and Housekeeping Services		5500	287,439.15	512,808.00	78.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25,479.26	30,070.80	18.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,122,844.17	1,581,188.58	40.89
Professional/Consulting Services and Operating Expenditures		5800	770,607.25	996,184.00	29.3%
Communications		5900	2,400.08	4,700.00	95.89
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,135,255.77	3,445,738.38	9.9%
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	0.00	0.00	0.09
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	0.09
Lease Assets		6600	0.00	0.00	0.09
Subscription Assets		6700	0.00	0.00	0.09
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.09
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.09
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.09

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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	86,878.59	205,784.01	136.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			86,878.59	205,784.01	136.9%
TOTAL, EXPENDITURES			22,851,393.03	25,541,588.93	11.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	1,092,281.64	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,092,281.64	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	3,725,345.46	3,755,880.00	0.8%
(b) TOTAL, INTERFUND TRANSFERS OUT			3,725,345.46	3,755,880.00	0.8%
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%
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)			(2,633,063.82)	(3,755,880.00)	42.6%

			2024-25	2025-26	Percent
Description	Function Codes	Object Codes	Estimated Actuals	Budget	Difference
A. REVENUES					
1) LCFF Sources		8010-8099	20,840,763.00	19,107,429.67	-8.3%
2) Federal Revenue		8100-8299	437,126.40	493,958.00	13.0%
3) Other State Revenue		8300-8599	4,048,282.76	4,123,501.94	1.9%
4) Other Local Revenue		8600-8799	652,302.50	29,150.00	-95.5%
5) TOTAL, REVENUES			25,978,474.66	23,754,039.61	-8.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		17,830,058.78	17,350,783.47	-2.7%
2) Instruction - Related Services	2000-2999		2,604,642.23	5,228,791.11	100.7%
3) Pupil Services	3000-3999		672,556.81	809,278.03	20.3%
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		86,878.59	205,784.01	136.9%
8) Plant Services	8000-8999		1,657,256.62	1,946,952.31	17.5%
9) Other Outgo	9000-9999	Except 7600- 7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			22,851,393.03	25,541,588.93	11.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3,127,081.63	(1,787,549.32)	-157.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,092,281.64	0.00	-100.0%
b) Transfers Out		7600-7629	3,725,345.46	3,755,880.00	0.8%
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			(2,633,063.82)	(3,755,880.00)	42.6%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			494,017.81	(5,543,429.32)	-1,222.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,685,390.76	16,179,408.57	3.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,685,390.76	16,179,408.57	3.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,685,390.76	16,179,408.57	3.1%
2) Ending Balance, June 30 (E + F1e)			16,179,408.57	10,635,979.25	-34.3%
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	7,910,391.04	5,131,592.44	-35.1%
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	8,269,017.53	5,504,386.81	-33.4%
Charter School Fund	0000	9780	8,018,208.53	.,,	
Charter Lottery Fund	1100	9780	250,809.00		
Charter School Fund	0000	9780	255,555.00	5, 253, 577. 81	
	1100	9780		250,809.00	
Charter Lotteny Fund			i	∠50,809.00	
Charter Lottery Fund	1100	3700			
Charter Lottery Fund e) Unassigned/Unappropriated Reserve for Economic Uncertainties	1100	9789	0.00	0.00	0.09

Budget, July 1 Charter Schools Special Revenue Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	3,355,342.37	3,764,028.42
6266	Educator Effectiveness, FY 2021-22	118,830.60	39,039.08
6300	Lottery: Instructional Materials	598,425.16	598,425.16
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	708,564.37	30,416.47
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	412,174.75	295,548.04
7311	Classified School Employee Professional Development Block Grant	5,567.00	5,567.00
7339	Dual Enrollment Opportunities	398,212.90	159,337.33
7388	SB 117 COVID-19 LEA Response Funds	577.11	577.11
7399	LCFF Equity Multiplier	98,070.15	39,405.70
7412	A-G Access/Success Grant	40,602.50	40,602.50
7413	A-G Learning Loss Mitigation Grant	102,328.18	102,328.18
7435	Learning Recovery Emergency Block Grant	2,044,528.50	0.00
7810	Other Restricted State	25,577.00	25,577.00
9010	Other Restricted Local	1,590.45	30,740.45
Total, Restricted Balance		7,910,391.04	5,131,592.44

					G8BWGY3RH7(2025-26
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,165,655.10	1,272,145.60	9.1%
3) Other State Revenue		8300-8599	3,201,517.51	1,845,926.00	-42.3%
4) Other Local Revenue		8600-8799	3,640,854.08	3,235,485.81	-11.1%
5) TOTAL, REVENUES			8,008,026.69	6,353,557.41	-20.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	2,033,763.83	1,605,793.01	-21.0%
2) Classified Salaries		2000-2999	1,872,928.96	1,800,426.08	-3.9%
3) Employ ee Benefits		3000-3999	2,475,281.43	2,559,220.94	3.4%
4) Books and Supplies		4000-4999	134,439.40	125,752.00	-6.5%
5) Services and Other Operating Expenditures		5000-5999	1,110,215.64	150,038.38	-86.5%
6) Capital Outlay		6000-6999	39,280.00	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	179,359.29	112,327.00	-37.4%
9) TOTAL, EXPENDITURES			7,845,268.55	6,353,557.41	-19.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			162,758.14	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	123,000.00	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			123,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			285,758.14	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	167,168.40	452,926.54	170.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			167,168.40	452,926.54	170.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			167,168.40	452,926.54	170.9%
2) Ending Balance, June 30 (E + F1e)			452,926.54	452,926.54	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	452,926.54	452,926.54	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	(3,469,435.13)		
1) Fair Value Adjustment to Cash in County Treasury		9111	7,043.00		
b) in Banks		9120	424,506.28		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

					G8BWGY3RH7(2025-26)
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	18,930.30		
4) Due from Grantor Government		9290	2,416,370.88		
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			(602,584.67)		
H. DEFERRED OUTFLOWS OF RESOURCES			(552,55333)		
Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES			0.00		
1) Accounts Payable		9500	95,060.26		
Due to Grantor Governments		9590	8.00		
3) Due to Other Funds 4) Current Loans		9610 9640	0.00		
			0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			95,068.26		
J. DEFERRED INFLOWS OF RESOURCES		0000			
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			(697,652.93)		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF 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		8285	0.00	0.00	0.0%
Pass-Through Revenues from					
Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	514,566.75	372,433.61	-27.6%
All Other Federal Revenue	All Other	8290	651,088.35	899,711.99	38.2%
TOTAL, FEDERAL REVENUE			1,165,655.10	1,272,145.60	9.1%
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	1,615,561.00	1,700,000.00	5.2%
All Other State Revenue	All Other	8590	1,585,956.51	145,926.00	-90.8%
TOTAL, OTHER STATE REVENUE			3,201,517.51	1,845,926.00	-42.3%
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	1,414,533.37	1,465,877.87	3.6%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue			5.00	2.00	5.570
All Other Local Revenue		8699	2,226,320.71	1,769,607.94	-20.5%
5		0000	2,220,320.71	1,100,001.94	-20.5%

		<u> </u>		G8BWGY3RH7(2025-20
Description Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Tuition	8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE		3,640,854.08	3,235,485.81	-11.1%
TOTAL, REVENUES		8,008,026.69	6,353,557.41	-20.7%
CERTIFICATED SALARIES				
Certificated Teachers' Salaries	1100	1,584,627.40	1,300,762.85	-17.9%
Certificated Pupil Support Salaries	1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries	1300	449,136.43	305,030.16	-32.1%
Other Certificated Salaries	1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES		2,033,763.83	1,605,793.01	-21.0%
CLASSIFIED SALARIES				
Classified Instructional Salaries	2100	261,434.15	275,626.68	5.4%
Classified Support Salaries	2200	711,431.37	727,208.20	2.2%
Classified Supervisors' and Administrators' Salaries	2300	231,351.84	131,994.96	-42.9%
Clerical, Technical and Office Salaries	2400	647,625.07	581,273.20	-10.2%
Other Classified Salaries	2900	21,086.53	84,323.04	299.9%
TOTAL, CLASSIFIED SALARIES		1,872,928.96	1,800,426.08	-3.9%
EMPLOYEE BENEFITS				
STRS	3101-3102	447,573.07	412,715.29	-7.8%
PERS	3201-3202	505,103.11	544,738.18	7.8%
OASDI/Medicare/Alternative	3301-3302	169,307.13	170,750.47	0.9%
Health and Welfare Benefits	3401-3402	1,045,470.82	1,111,002.44	6.3%
Unemployment Insurance	3501-3502	2,015.82	1,698.30	-15.8%
Workers' Compensation	3601-3602	57,548.38	51,083.25	-11.2%
OPEB, Allocated	3701-3702	247,714.20	267,127.41	7.8%
OPEB, Active Employees	3751-3752	0.00	0.00	0.0%
Other Employ ee Benefits	3901-3902	548.90	105.60	-80.8%
TOTAL, EMPLOYEE BENEFITS		2,475,281.43	2,559,220.94	3.4%
BOOKS AND SUPPLIES		2, 110,201110	2,000,220.01	0.17
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	108,899.15	125,752.00	15.5%
Noncapitalized Equipment	4400	25,540.25	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES	1100	134,439.40	125,752.00	-6.5%
SERVICES AND OTHER OPERATING EXPENDITURES		104,408.40	123,732.00	-0.576
Subagreements for Services	5100	601,409.08	0.00	-100.0%
Tray el and Conferences	5200	24,288.57	16,726.00	-31.1%
Dues and Memberships	5300	1,230.00	0.00	-100.0%
Insurance	5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services	5500	192,559.98	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	19,230.28	0.00	-100.0%
Transfers of Direct Costs	5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750	75.00		-100.0%
			0.00	
Professional/Consulting Services and Operating Expenditures	5800	271,422.73	133,312.38	-50.9%
Communications TOTAL CERVICES AND CELEB OPERATING EXPENDITURES	5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES		1,110,215.64	150,038.38	-86.5%
CAPITAL OUTLAY	0400			
Land	6100	0.00	0.00	0.0%
Land Improvements Pulldings and Improvements of Pulldings	6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings	6200	39,280.00	0.00	-100.09
Equipment	6400	0.00	0.00	0.09
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		39,280.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)				
Tuition				
Tuition, Excess Costs, and/or Deficit Payments				

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Pay ments 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		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	179,359.29	112,327.00	-37.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			179,359.29	112,327.00	-37.4%
TOTAL, EXPENDITURES			7,845,268.55	6,353,557.41	-19.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	123,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			123,000.00	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)			123,000.00	0.00	-100.0%

					G8BWGY3RH7(2025-26	
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference	
A. REVENUES						
1) LCFF Sources		8010-8099	0.00	0.00	0.0%	
2) Federal Revenue		8100-8299	1,165,655.10	1,272,145.60	9.19	
3) Other State Revenue		8300-8599	3,201,517.51	1,845,926.00	-42.3%	
4) Other Local Revenue		8600-8799	3,640,854.08	3,235,485.81	-11.19	
5) TOTAL, REVENUES			8,008,026.69	6,353,557.41	-20.7%	
B. EXPENDITURES (Objects 1000-7999)						
1) Instruction	1000-1999		3,820,186.41	3,094,057.82	-19.0%	
2) Instruction - Related Services	2000-2999		2,339,199.46	1,801,298.15	-23.0%	
3) Pupil Services	3000-3999		618,158.02	746,085.71	20.79	
4) Ancillary Services	4000-4999		0.00	0.00	0.0%	
5) Community Services	5000-5999		0.00	0.00	0.09	
6) Enterprise	6000-6999		0.00	0.00	0.0%	
7) General Administration	7000-7999		179,359.29	112,327.00	-37.4%	
8) Plant Services	8000-8999		888,365.37	599,788.73	-32.5%	
	0000 0000	Except 7600-				
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%	
10) TOTAL, EXPENDITURES			7,845,268.55	6,353,557.41	-19.0%	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			162,758.14	0.00	-100.0%	
D. OTHER FINANCING SOURCES/USES						
1) Interfund Transfers						
a) Transfers In		8900-8929	123,000.00	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			123,000.00	0.00	-100.0%	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			285,758.14	0.00	-100.0%	
F. FUND BALANCE, RESERVES						
1) Beginning Fund Balance						
a) As of July 1 - Unaudited		9791	167,168.40	452,926.54	170.9%	
b) Audit Adjustments		9793	0.00	0.00	0.0%	
c) As of July 1 - Audited (F1a + F1b)			167,168.40	452,926.54	170.9%	
d) Other Restatements		9795	0.00	0.00	0.0%	
e) Adjusted Beginning Balance (F1c + F1d)			167,168.40	452,926.54	170.9%	
2) Ending Balance, June 30 (E + F1e)			452,926.54	452,926.54	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	452,926.54	452,926.54	0.09	
c) Committed						
Stabilization Arrangements		9750	0.00	0.00	0.09	
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.09	
d) Assigned			2.00	1.00	0.0	
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.09	
e) Unassigned/Unappropriated			0.00	5.50	3.0	
Reserve for Economic Uncertainties		9789	0.00	0.00	0.09	
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.09	

Budget, July 1 Adult Education Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
6371	CalWORKs for ROCP or Adult Education	203,127.00	203,127.00
6391	Adult Education Program	5,462.50	5,462.50
7810	Other Restricted State	563.70	563.70
9010	Other Restricted Local	243,773.34	243,773.34
Total, Restricted Balance		452,926.54	452,926.54

			G8BWGY3RH7(2025-26		
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.09
2) Federal Revenue		8100-8299	8,136,958.56	7,914,377.18	-2.7%
3) Other State Revenue		8300-8599	9,866,817.66	8,890,033.72	-9.99
4) Other Local Revenue		8600-8799	454,573.66	2,183,916.00	380.49
5) TOTAL, REVENUES			18,458,349.88	18,988,326.90	2.99
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	5,324,043.12	5,554,869.31	4.30
2) Classified Salaries		2000-2999	3,454,040.28	3,762,306.90	8.9
3) Employee Benefits		3000-3999	6,506,565.72	7,045,823.41	8.3
4) Books and Supplies		4000-4999	458,411.19	1,859,869.37	305.7
5) Services and Other Operating Expenditures		5000-5999	342,835.47	1,230,113.35	258.89
6) Capital Outlay		6000-6999	61,904.37	1,975,003.49	3,090.4
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,			
		7400-7499	0.00	0.00	0.09
8) Other Outgo - Transfers of Indirect Costs		7300-7399	687,787.09	711,368.31	3.49
9) TOTAL, EXPENDITURES			16,835,587.24	22,139,354.14	31.59
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,622,762.64	(3,151,027.24)	-294.29
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	15,000.00	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			15,000.00	0.00	-100.0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,637,762.64	(3,151,027.24)	-292.49
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,561,647.42	5,199,410.06	46.0
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			3,561,647.42	5,199,410.06	46.0
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)			3,561,647.42	5,199,410.06	46.0
2) Ending Balance, June 30 (E + F1e)			5,199,410.06	2,048,382.82	-60.6
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	4,731,476.74	1,580,449.50	-66.6
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0
Other Commitments		9760	0.00	0.00	0.0
d) Assigned			1.50	230	3.0
Other Assignments		9780	467,933.32	467,933.32	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			3.00	3.00	0.0
1) Cash					
a) in County Treasury		9110	6,261,563.58		
		9111	11 411 00	I	
1) Fair Value Adjustment to Cash in County Treasury			11,411.00 82.362.82		
		9111 9120 9130	11,411.00 82,362.82 0.00		

			2024-25	2025-26	Percent
Description	Resource Codes	Object Codes	Estimated Actuals	Budget	Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	(23,078.34)		
4) Due from Grantor Government		9290	740,481.98		
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			7,072,741.04		
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	318,790.10		
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			318,790.10		
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)			6,753,950.94		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.09
Title I, Part A, Basic	3010	8290	0.00	0.00	0.09
All Other Federal Revenue	All Other	8290	8,136,958.56	7,914,377.18	-2.7%
TOTAL, FEDERAL REVENUE			8,136,958.56	7,914,377.18	-2.79
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.00
Child Development Apportionments		8530	0.00	0.00	0.09
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.09
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.09
State Preschool	6105	8590	7,578,493.42	7,882,568.00	4.09
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.09
All Other State Revenue	All Other	8590	2,288,324.24	1,007,465.72	-56.09
TOTAL, OTHER STATE REVENUE			9,866,817.66	8,890,033.72	-9.99
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.09
Food Service Sales		8634	0.00	0.00	0.09
Interest		8660	84,029.00	0.00	-100.09
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.09
Fees and Contracts					
Child Development Parent Fees		8673	297,164.28	0.00	-100.09
Interagency Services		8677	0.00	0.00	0.09
All Other Fees and Contracts		8689	0.00	0.00	0.00
Other Local Revenue					
		8699	73,380.38	2,183,916.00	2,876.29
All Other Local Revenue					
All Other Local Revenue All Other Transfers In from All Others		8799	0.00	0.00	0.09
		8799	0.00 454,573.66	0.00 2,183,916.00	
All Other Transfers In from All Others		8799			0.0% 380.4% 2.9%

					G8BWGY3RH7(2025-20
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	4,284,397.01	4,116,843.60	-3.9%
Certificated Pupil Support Salaries		1200	442,571.60	467,120.69	5.5%
Certificated Supervisors' and Administrators' Salaries		1300	585,181.00	553,119.02	-5.5%
Other Certificated Salaries		1900	11,893.51	417,786.00	3,412.79
TOTAL, CERTIFICATED SALARIES			5,324,043.12	5,554,869.31	4.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,375,650.73	1,638,937.13	19.19
Classified Support Salaries		2200	1,140,086.17	1,243,685.74	9.19
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.09
Clerical, Technical and Office Salaries		2400	735,969.58	754,247.08	2.59
Other Classified Salaries		2900	202,333.80	125,436.95	-38.09
TOTAL, CLASSIFIED SALARIES			3,454,040.28	3,762,306.90	8.99
EMPLOYEE BENEFITS					
STRS		3101-3102	1,106,909.76	1,172,900.15	6.0%
PERS		3201-3202	1,156,723.07	1,323,154.71	14.49
OASDI/Medicare/Alternativ e		3301-3302	401,261.27	533,904.51	33.19
Health and Welfare Benefits		3401-3402	3,077,274.35	3,202,164.04	4.19
Unemployment Insurance		3501-3502	4,252.31	4,651.32	9.49
Workers' Compensation		3601-3602	129,224.84	139,755.18	8.19
OPEB, Allocated		3701-3702	629,971.52	668,382.70	6.19
OPEB, Active Employees		3751-3752	0.00	0.00	0.09
Other Employ ee Benefits		3901-3902	948.60	910.80	-4.09
TOTAL, EMPLOYEE BENEFITS		0001 0002	6,506,565.72	7,045,823.41	8.39
BOOKS AND SUPPLIES			0,300,303.72	7,040,023.41	0.37
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.09
		4200			0.09
Books and Other Reference Materials		4300	0.00	0.00	
Materials and Supplies			367,394.11	1,776,204.22	383.5%
Noncapitalized Equipment		4400	91,017.08	83,665.15	-8.19
Food		4700	0.00	0.00	0.09
TOTAL, BOOKS AND SUPPLIES			458,411.19	1,859,869.37	305.79
SERVICES AND OTHER OPERATING EXPENDITURES		5400			
Subagreements for Services		5100	0.00	0.00	0.09
Travel and Conferences		5200	57,048.60	206,771.94	262.49
Dues and Memberships		5300	0.00	0.00	0.09
Insurance		5400-5450	0.00	0.00	0.09
Operations and Housekeeping Services		5500	67,313.79	170,400.00	153.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	20,000.00	120,000.00	500.09
Transfers of Direct Costs		5710	0.00	0.00	0.09
Transfers of Direct Costs - Interfund		5750	51,890.56	106,210.00	104.79
Professional/Consulting Services and Operating Expenditures		5800	146,582.52	622,756.41	324.99
Communications		5900	0.00	3,975.00	Ne
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			342,835.47	1,230,113.35	258.89
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.09
Land Improvements		6170	0.00	0.00	0.09
Buildings and Improvements of Buildings		6200	61,904.37	1,975,003.49	3,090.49
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	0.09
TOTAL, CAPITAL OUTLAY			61,904.37	1,975,003.49	3,090.49
OTHER OUTGO (excluding Transfers of Indirect Costs)			,	,	.,
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.09
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.09
<u></u>		55	0.00	0.00	0.07

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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	687,787.09	711,368.31	3.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			687,787.09	711,368.31	3.4%
TOTAL, EXPENDITURES			16,835,587.24	22,139,354.14	31.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	15,000.00	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			15,000.00	0.00	-100.0%
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 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)			15,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,136,958.56	7,914,377.18	-2.7%
3) Other State Revenue		8300-8599	9,866,817.66	8,890,033.72	-9.9%
4) Other Local Revenue		8600-8799	454,573.66	2,183,916.00	380.4%
5) TOTAL, REVENUES			18,458,349.88	18,988,326.90	2.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		9,959,363.43	11,162,161.42	12.1%
2) Instruction - Related Services	2000-2999		4,870,074.41	6,444,150.53	32.3%
3) Pupil Services	3000-3999		825,624.20	1,001,659.66	21.3%
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		687,787.09	711,368.31	3.4%
8) Plant Services	8000-8999		492,738.11	2,820,014.22	472.3%
	0000 0000	Except 7600-	. ,	,,,,,	
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			16,835,587.24	22,139,354.14	31.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,622,762.64	(3,151,027.24)	-294.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	15,000.00	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			15,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,637,762.64	(3,151,027.24)	-292.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,561,647.42	5,199,410.06	46.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,561,647.42	5,199,410.06	46.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,561,647.42	5,199,410.06	46.0%
2) Ending Balance, June 30 (E + F1e)			5,199,410.06	2,048,382.82	-60.6%
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	4,731,476.74	1,580,449.50	-66.6%
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			2.00	2.00	3.07.
Other Assignments (by Resource/Object)		9780	467,933.32	467,933.32	0.0%
e) Unassigned/Unappropriated			107,000.02	101,000.02	3.070
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Budget, July 1 Child Development Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
5058	Early Education: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	22,029.58	2,617.58
5059	Early Education: ARP California State Preschool Program One-time Stipend	195,596.17	.17
5066	Early Education: ARP California State Preschool Program - Rate Supplements	505,160.05	0.00
5160	Child Care and Development Programs Administered by California Department of Social Services (Federal Funds)	21,734.86	1,841.67
6130	Early Education: Center-Based Reserve Account	119,896.08	.08
7810	Other Restricted State	3,867,060.00	1,575,990.00
Total, Restricted Balance		4,731,476.74	1,580,449.50

					G8BWGY3RH7(2025-2
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.09
2) Federal Revenue		8100-8299	33,032,345.15	45,937,318.05	39.19
3) Other State Revenue		8300-8599	6,168,797.68	0.00	-100.0
4) Other Local Revenue		8600-8799	703,876.99	435,000.00	-38.20
5) TOTAL, REVENUES			39,905,019.82	46,372,318.05	16.29
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	15,008,836.08	15,549,110.43	3.6
3) Employ ee Benefits		3000-3999	9,602,200.45	11,860,386.07	23.5
4) Books and Supplies		4000-4999	15,448,789.45	16,202,644.71	4.9
5) Services and Other Operating Expenditures		5000-5999	1,009,864.36	984,423.55	-2.5
6) Capital Outlay		6000-6999	387,255.79	471,634.00	21.8
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	1,200,250.88	1,204,628.35	0.4
9) TOTAL, EXPENDITURES			42,657,197.01	46,272,827.11	8.5
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,752,177.19)	99,490.94	-103.6
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)			(2,752,177.19)	99,490.94	-103.6
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,811,123.02	14,058,945.83	-16.4
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			16,811,123.02	14,058,945.83	-16.4
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)			16,811,123.02	14,058,945.83	-16.4
2) Ending Balance, June 30 (E + F1e)			14,058,945.83	14,158,436.77	0.7
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0
Stores		9712	1,821,053.53	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	11,935,541.74	13,858,086.21	16.1
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	300,350.56	300,350.56	0.0
Cafeteria Special Revenue Fund	0000	9780	300, 350. 56		
Cafeteria Special Revenue	0000	9780		300, 350. 56	
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	3,332,097.35		
Fair Value Adjustment to Cash in County Treasury		9111	73,894.00		
b) in Banks		9120	601,983.18		
			,		

Description Resource	Codes Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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		
3) Accounts Receivable	9200	18,902.51		
4) Due from Grantor Government	9290	0.00		
5) Due from Other Funds	9310	0.00		
6) Stores	9320	1,821,053.53		
7) Prepaid Expenditures	9330	0.00		
8) Other Current Assets	9340	0.00		
9) Lease Receivable	9380	0.00		
10) TOTAL, ASSETS	3300			
		5,864,580.54		
H. DEFERRED OUTFLOWS OF RESOURCES	9490	0.00		
1) Deferred Outflows of Resources	9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS		0.00		
I. LIABILITIES				
1) Accounts Payable	9500	162,680.76		
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		162,680.76		
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)		5,701,899.78		
FEDERAL REVENUE				
Child Nutrition Programs	8220	32,936,364.15	45,937,318.05	39.5%
Donated Food Commodities	8221	0.00	0.00	0.09
All Other Federal Revenue	8290	95,981.00	0.00	-100.09
TOTAL, FEDERAL REVENUE		33,032,345.15	45,937,318.05	39.19
OTHER STATE REVENUE				
Child Nutrition Programs	8520	5,194,918.90	0.00	-100.09
All Other State Revenue	8590	973,878.78	0.00	-100.09
TOTAL, OTHER STATE REVENUE		6,168,797.68	0.00	-100.09
OTHER LOCAL REVENUE				
Other Local Revenue				
Sales				
Sale of Equipment/Supplies	8631	0.00	0.00	0.09
Food Service Sales	8634	31,144.37	0.00	-100.09
Leases and Rentals	8650	0.00	0.00	0.0%
Interest	8660	269,511.00	139,000.00	-48.49
Net Increase (Decrease) in the Fair Value of Investments	8662	0.00	0.00	0.09
Fees and Contracts		0.00	0.00	0.0
Interagency Services	8677	0.00	0.00	0.09
Other Local Revenue		0.00	0.00	0.0
All Other Local Revenue	8699	403,221.62	296,000.00	-26.69
TOTAL, OTHER LOCAL REVENUE	3000	703,876.99	435,000.00	-38.29
TOTAL, REVENUES		39,905,019.82	46,372,318.05	16.2
CERTIFICATED SALARIES Contificated Supervisors' and Administrators' Salaries	4000	* * * *		
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	0.09
CLASSIFIED SALARIES				
Classified Support Salaries	2200	13,121,405.17	13,503,397.56	2.99
Classified Supervisors' and Administrators' Salaries	2300	1,084,094.97	1,138,104.26	5.09

				G8BWGY3RH7(2025-26
Description Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Clerical, Technical and Office Salaries	2400	803,138.09	907,608.61	13.0%
Other Classified Salaries	2900	197.85	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES		15,008,836.08	15,549,110.43	3.6%
EMPLOYEE BENEFITS				
STRS	3101-3102	0.00	0.00	0.0%
PERS	3201-3202	2,950,780.44	3,491,120.18	18.3%
OASDI/Medicare/Alternative	3301-3302	1,075,235.70	1,159,585.30	7.8%
Health and Welfare Benefits	3401-3402	4,470,477.48	5,758,720.02	28.8%
Unemployment Insurance	3501-3502	7,262.24	7,757.47	6.8%
Workers' Compensation	3601-3602	220,700.13	233,235.08	5.7%
OPEB, Allocated	3701-3702	875,934.98	1,207,941.82	37.9%
OPEB, Active Employees	3751-3752	0.00	0.00	0.0%
Other Employee Benefits	3901-3902	1,809.48	2,026.20	12.0%
TOTAL, EMPLOYEE BENEFITS		9,602,200.45	11,860,386.07	23.5%
BOOKS AND SUPPLIES		3,553,255	. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Books and Other Reference Materials	4200	0.00	0.00	0.0%
Materials and Supplies	4300	1,126,212.27	1,287,206.58	14.3%
Noncapitalized Equipment	4400	95,546.04	88,000.00	-7.9%
Food	4700			
	4700	14,227,031.14	14,827,438.13	4.2%
TOTAL, BOOKS AND SUPPLIES		15,448,789.45	16,202,644.71	4.9%
SERVICES AND OTHER OPERATING EXPENDITURES	5400			
Subagreements for Services	5100	56,620.00	3,300.00	-94.2%
Travel and Conferences	5200	23,805.98	15,200.00	-36.2%
Dues and Memberships	5300	0.00	0.00	0.0%
Insurance	5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services	5500	19,911.77	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	250,219.65	151,270.00	-39.5%
Transfers of Direct Costs	5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750	24,301.14	29,757.55	22.5%
Professional/Consulting Services and Operating Expenditures	5800	632,505.82	767,896.00	21.4%
Communications	5900	2,500.00	17,000.00	580.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES		1,009,864.36	984,423.55	-2.5%
CAPITAL OUTLAY				
Buildings and Improvements of Buildings	6200	0.00	0.00	0.0%
Equipment	6400	387,255.79	470,634.00	21.5%
Equipment Replacement	6500	0.00	1,000.00	New
Lease Assets	6600	0.00	0.00	0.0%
Subscription Assets	6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY		387,255.79	471,634.00	21.8%
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		0.00	0.00	
Transfers of Indirect Costs - Interfund	7350	1,200,250.88	1,204,628.35	0.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS	. 555	1,200,250.88	1,204,628.35	0.4%
TOTAL, EXPENDITURES		42,657,197.01	46,272,827.11	8.5%
INTERFUND TRANSFERS INTERFUND TRANSFERS IN				
From: General Fund	8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In	8919			
	918	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN		0.00	0.00	0.0%
INTERFUND TRANSFERS OUT	7046			
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				

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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)			0.00	0.00	0.0%

			2024-25	2025-26	Percent
Description	Function Codes	Object Codes	Estimated Actuals	Budget	Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	33,032,345.15	45,937,318.05	39.1%
3) Other State Revenue		8300-8599	6,168,797.68	0.00	-100.0%
4) Other Local Revenue		8600-8799	703,876.99	435,000.00	-38.2%
5) TOTAL, REVENUES			39,905,019.82	46,372,318.05	16.2%
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		41,371,783.84	44,950,081.15	8.6%
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		1,200,250.88	1,204,628.35	0.4%
8) Plant Services	8000-8999		85,162.29	118,117.61	38.7%
9) Other Outgo	9000-9999	Except 7600- 7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			42,657,197.01	46,272,827.11	8.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,752,177.19)	99,490.94	-103.6%
D. OTHER FINANCING SOURCES/USES			(2,102,11110)	30, 100.01	100.070
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)			(2,752,177.19)	99,490.94	-103.6%
F. FUND BALANCE, RESERVES			(=,: ==, : : : : :)		
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,811,123.02	14,058,945.83	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,811,123.02	14,058,945.83	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,811,123.02	14,058,945.83	-16.4%
2) Ending Balance, June 30 (E + F1e)			14,058,945.83	14,158,436.77	0.7%
Components of Ending Fund Balance			14,000,040.00	14, 100,400.77	0.770
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	1,821,053.53	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	11,935,541.74		
c) Committed		3740	11,935,541.74	13,858,086.21	16.1%
		9750	0.00	0.00	0.00/
Stabilization Arrangements Other Commitments (by Resource/Object)		9750 9760	0.00	0.00	0.0%
		9100	0.00	0.00	0.0%
d) Assigned Other Assignments (by Resource/Object)		0790	200 050	202.252.55	, , , ,
Other Assignments (by Resource/Object)	0000	9780	300,350.56	300,350.56	0.0%
Cafeteria Special Revenue Fund	0000	9780	300, 350. 56		
Cafeteria Special Revenue	0000	9780		300,350.56	
e) Unassigned/Unappropriated		0700			
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Budget, July 1 Cafeteria Special Revenue Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,574,693.54	6,072,834.31
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	4,596,740.99	4,596,740.99
5330	Child Nutrition: Summer Food Service Program Operations	2,795,491.13	2,801,491.13
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	308,850.30	200,000.00
7810	Other Restricted State	659,765.78	187,019.78
Total, Restricted Balance		11,935,541.74	13,858,086.21

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.

					G8BWGY3RH7(2025-2
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	6,714,567.86	0.00	-100.0
5) TOTAL, REVENUES			6,714,567.86	0.00	-100.0
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	868,745.09	1,375,444.10	58.3
3) Employ ee Benefits		3000-3999	511,718.65	840,757.03	64.3
4) Books and Supplies		4000-4999	6,386,095.41	0.00	-100.0
5) Services and Other Operating Expenditures		5000-5999	3,912,642.81	0.00	-100.0
6) Capital Outlay		6000-6999	195,815,508.34	254,847,062.00	30.1
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			207,494,710.30	257,063,263.13	23.9
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(200,780,142.44)	(257,063,263.13)	28.0
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)			(200,780,142.44)	(257,063,263.13)	28.0
F. FUND BALANCE, RESERVES			, , , ,	, , , , ,	
Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	457,848,203.57	257,068,061.13	-43.9
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			457,848,203.57	257,068,061.13	-43.9
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)			457,848,203.57	257,068,061.13	-43.9
2) Ending Balance, June 30 (E + F1e)			257,068,061.13	4,798.00	-100.0
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	257,068,061.13	4,798.00	-100.0
c) Committed		22		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Stabilization Arrangements		9750	0.00	0.00	0.0
Other Commitments		9760	0.00	0.00	0.0
d) Assigned		5700	0.00	0.00	0.0
Other Assignments		9780	0.00	0.00	0.0
e) Unassigned/Unappropriated		9700	0.00	0.00	0.0
		0790	0.00	0.00	0.0
Reserve for Economic Uncertainties Unassigned/Unappropriated Amount		9789 9790	0.00	0.00	0.0
G. ASSETS		3130	0.00	0.00	0.0
G. ASSETS 1) Cash					
		0440	70 705 660 04		
a) in County Treasury		9110	79,765,660.61		
Fair Value Adjustment to Cash in County Treasury		9111	1,484,373.00		
b) in Banks		9120	377,816.20		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	180,609,888.96		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	434,880.27		
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			262,672,619.04		
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	2,078,630.94		
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			2,078,630.94		
J. DEFERRED INFLOWS OF RESOURCES			_,:::,;;;;;	+	
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS		3000	0.00		
K. FUND EQUITY			0.00	+	
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			260,593,988.10		
			200,595,988.10		
FEDERAL REVENUE		0004	0.00	0.00	0.00
FEMA		8281	0.00	0.00	0.09
All Other Federal Revenue		8290	0.00	0.00	0.09
TOTAL, FEDERAL REVENUE			0.00	0.00	0.09
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	0.09
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.09
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	0.00	0.00	0.0
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0
Sales					3.0
Sale of Equipment/Supplies		8631	0.00	0.00	0.0
Leases and Rentals		8650	0.00	0.00	0.0
Interest		8660	6,691,240.49	0.00	-100.0
		8662	0.00		
Net Increase (Decrease) in the Fair Value of Investments		0002	0.00	0.00	0.0
Other Local Revenue		2000	20.000		
All Other Local Revenue		8699	23,327.37	0.00	-100.0
All Other Transfers In from All Others		8799	0.00	0.00	0.0
TOTAL, OTHER LOCAL REVENUE			6,714,567.86	0.00	-100.0
TOTAL, REVENUES			6,714,567.86	0.00	-100.0
CLASSIFIED SALARIES			i l	I	

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	464,424.16	676,325.36	45.69
Clerical, Technical and Office Salaries		2400	391,604.78	699,118.74	78.59
Other Classified Salaries		2900	2,545.84	0.00	-100.0
TOTAL, CLASSIFIED SALARIES			868,745.09	1,375,444.10	58.39
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0
PERS		3201-3202	258,595.17	370,780.00	43.4
OASDI/Medicare/Alternative		3301-3302	31,595.93	103,848.98	228.7
Health and Welfare Benefits		3401-3402	171,834.61	281,796.40	64.0
Unemployment Insurance		3501-3502	432.48	685.72	58.6
Workers' Compensation		3601-3602	13,031.74	20,631.69	58.3
OPEB, Allocated		3701-3702	35,633.34	62,244.00	74.7
OPEB, Active Employees		3751-3752	0.00	0.00	0.0
Other Employ ee Benefits		3901-3902	595.38	770.24	29.4
TOTAL, EMPLOYEE BENEFITS		0001 0002	511,718.65	840,757.03	64.3
BOOKS AND SUPPLIES			011,110.00	0.10,707.00	00
Books and Other Reference Materials		4200	0.00	0.00	0.0
Materials and Supplies		4300 4400	3,723,212.99	0.00	-100.0°
Noncapitalized Equipment		4400	2,662,882.42		
TOTAL, BOOKS AND SUPPLIES			6,386,095.41	0.00	-100.0
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	528,039.54	0.00	-100.0
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	3,384,603.27	0.00	-100.0
Communications		5900	0.00	0.00	0.0
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,912,642.81	0.00	-100.0
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0
Land Improvements		6170	40,630,687.09	0.00	-100.0
Buildings and Improvements of Buildings		6200	153,971,416.99	254,847,062.00	65.5
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0
Equipment		6400	1,194,684.26	0.00	-100.0
Equipment Replacement		6500	18,720.00	0.00	-100.0
Lease Assets		6600	0.00	0.00	0.0
Subscription Assets		6700	0.00	0.00	0.0
TOTAL, CAPITAL OUTLAY			195,815,508.34	254,847,062.00	30.1
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)		1400	0.00	0.00	0.0
TOTAL, EXPENDITURES			207,494,710.30	257,063,263.13	23.9
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN Other Authorized Interfund Transfers In		9040	0.00	0.00	0.00
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					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0
OH A H : 11 1 (17 (O)		7619	0.00	0.00	0.0
Other Authorized Interfund Transfers Out (b) TOTAL, INTERFUND TRANSFERS OUT		7010	0.00	0.00	0.0

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
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%

			T		
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	6,714,567.86	0.00	-100.0%
5) TOTAL, REVENUES			6,714,567.86	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		207,494,710.30	257,063,263.13	23.9%
	0000 0000	Except 7600-			
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			207,494,710.30	257,063,263.13	23.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(200,780,142.44)	(257,063,263.13)	28.0%
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)			(200,780,142.44)	(257,063,263.13)	28.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	457,848,203.57	257,068,061.13	-43.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			457,848,203.57	257,068,061.13	-43.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			457,848,203.57	257,068,061.13	-43.9%
2) Ending Balance, June 30 (E + F1e)			257,068,061.13	4,798.00	-100.0%
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	257,068,061.13	4,798.00	-100.0%
		9740	257,000,001.13	4,798.00	-100.0 //
c) Committed		0750	0.00	0.00	0.00
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%

Budget, July 1 Building Fund Exhibit: Restricted Balance Detail

34 67439 0000000 Form 21 G8BWGY3RH7(2025-26)

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	257,068,061.13	4,798.00
Total, Restricted Balance		257,068,061.13	4,798.00

					G8BWGY3RH7(2025-26
Description I	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	7,503,625.48	8,385,092.00	11.7%
5) TOTAL, REVENUES			7,503,625.48	8,385,092.00	11.7%
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	54,617.53	40,556.00	-25.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,			
		7400-7499	4,388,114.00	4,468,149.00	1.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,442,731.53	4,508,705.00	1.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,060,893.95	3,876,387.00	26.6%
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	0.09
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES		0000 0000	0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,060,893.95	3,876,387.00	26.6%
F. FUND BALANCE, RESERVES			3,000,093.93	3,070,307.00	20.076
1) Beginning Fund Balance					
		9791	30,852,822.94	33,913,716.89	9.9%
a) As of July 1 - Unaudited		9791			
b) Audit Adjustments		9793	0.00	0.00	0.09
c) As of July 1 - Audited (F1a + F1b)		9795	30,852,822.94	33,913,716.89	9.9%
d) Other Restatements		9795	0.00	0.00	0.09
e) Adjusted Beginning Balance (F1c + F1d)			30,852,822.94	33,913,716.89	9.9%
2) Ending Balance, June 30 (E + F1e)			33,913,716.89	37,790,103.89	11.49
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.09
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	33,913,716.89	37,790,103.89	11.49
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	0.09
G. ASSETS					
1) Cash					
a) in County Treasury		9110	31,442,259.17		
1) Fair Value Adjustment to Cash in County Treasury		9111	302,730.00		
b) in Banks		9120	2,385,639.29		
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	o Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments	9150	0.00		
3) Accounts Receivable	9200	(550,927.00)		
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		33,579,701.46		
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	9000	0.00		
		0.00		
J. DEFERRED INFLOWS OF RESOURCES	0000			
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)		33,579,701.46		
OTHER STATE REVENUE				
Tax Relief Subventions				
Restricted Levies - Other				
Homeowners' Exemptions	8575	0.00	0.00	0.
Other Subventions/In-Lieu Taxes	8576	0.00	0.00	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.
Unsecured Roll	8616	0.00	0.00	0.
Prior Years' Taxes	8617	0.00	0.00	0.
Supplemental Taxes	8618	0.00	0.00	0.
Non-Ad Valorem Taxes	00.0	0.00	0.00	0.
Parcel Taxes	8621	0.00	0.00	0.
	8622			0.1
Other		0.00	0.00	
Community Redevelopment Funds Not Subject to LCFF Deduction	8625	2,212,206.15	3,400,399.00	53.
Penalties and Interest from Delinquent Non-LCFF Taxes	8629	0.00	0.00	0.
Sales				
Sale of Equipment/Supplies	8631	0.00	0.00	0.
Interest	8660	1,242,701.83	1,148,365.00	-7.
Net Increase (Decrease) in the Fair Value of Investments	8662	0.00	106,633.00	N
Fees and Contracts				
Mitigation/Developer Fees	8681	4,048,717.50	3,729,695.00	-7.
Other Local Revenue				
All Other Local Revenue	8699	0.00	0.00	0.
All Other Transfers In from All Others	8799	0.00	0.00	0.
TOTAL, OTHER LOCAL REVENUE		7,503,625.48	8,385,092.00	11.
TOTAL, REVENUES		7,503,625.48	8,385,092.00	11.
CERTIFICATED SALARIES			,	
Other Certificated Salaries	1900	0.00	0.00	0.
TOTAL, CERTIFICATED SALARIES	1000	0.00	0.00	0.
		0.00	0.00	0.
CLASSIFIED SALARIES		1		

			2024-25	2025-26	Percent
Description	Resource Codes	Object Codes	Estimated Actuals	Budget	Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00
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
Unemploy ment 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 Employ ee 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	54,617.53	40,556.00	-25.7
Communications		5900	0.00	0.00	0.0
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			54,617.53	40,556.00	-25.7
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					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0
Debt Service					
Debt Service - Interest		7438	1,123,114.00	1,018,149.00	-9.3
Other Debt Service - Principal		7439	3,265,000.00	3,450,000.00	5.7
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,388,114.00	4,468,149.00	1.8
TOTAL, EXPENDITURES			4,442,731.53	4,508,705.00	1.5
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
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

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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%
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%

			T		
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	7,503,625.48	8,385,092.00	11.7%
5) TOTAL, REVENUES			7,503,625.48	8,385,092.00	11.7%
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		54,617.53	40,556.00	-25.7%
		Except 7600-		,,,,,,,,,,	
9) Other Outgo	9000-9999	7699	4,388,114.00	4,468,149.00	1.8%
10) TOTAL, EXPENDITURES			4,442,731.53	4,508,705.00	1.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			3,060,893.95	3,876,387.00	26.6%
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)			3,060,893.95	3,876,387.00	26.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	30,852,822.94	33,913,716.89	9.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)		3730	30,852,822.94	33,913,716.89	9.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)		3733	30,852,822.94	33,913,716.89	9.9%
2) Ending Balance, June 30 (E + F1e)			33,913,716.89	37,790,103.89	11.4%
Components of Ending Fund Balance			33,913,710.09	37,730,103.09	11.47
a) Nonspendable		0744	0.00		
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	33,913,716.89	37,790,103.89	11.4%
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	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%

Budget, July 1 Capital Facilities Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	33,913,716.89	37,790,103.89
Total, Restricted Balance		33,913,716.89	37,790,103.89

					G8BWGY3RH7(2025-20
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	4,181.00	0.00	-100.0%
5) TOTAL, REVENUES			4,181.00	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) Employ ee Benefits		3000-3999	0.00	0.00	0.09
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.09
6) Capital Outlay		6000-6999	0.00	0.00	0.09
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	0.09
9) TOTAL, EXPENDITURES			0.00	0.00	0.09
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			4,181.00	0.00	-100.09
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.09
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.09
b) Uses		7630-7699	0.00	0.00	0.09
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.09
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,181.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,237.00	7,418.00	129.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,237.00	7,418.00	129.29
d) Other Restatements		9795	0.00	0.00	0.09
e) Adjusted Beginning Balance (F1c + F1d)			3,237.00	7,418.00	129.29
2) Ending Balance, June 30 (E + F1e)			7,418.00	7,418.00	0.09
Components of Ending Fund Balance			7,110.00	7,770.00	0.0.
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.09
Stores		9712	0.00	0.00	0.09
		9713	0.00	0.00	0.09
Prepaid Items		9713			0.09
All Others b) Restricted		9719	0.00	0.00	0.09
		9740	7,418.00	7,418.00	0.07
c) Committed		0750	0.00	0.00	0.00
Stabilization Arrangements		9750	0.00	0.00	0.09
Other Commitments		9760	0.00	0.00	0.0
d) Assigned					
Other Assignments		9780	0.00	0.00	0.09
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		0110	0.000.00		
a) in County Treasury		9110	3,309.00		
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 C	Codes Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
· · · · · · · · · · · · · · · · · · ·	9150	0.00	Buuget	Difference
2) Investments				
3) Accounts Receivable	9200	(16.00)		
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		3,293.00		
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)		3,293.00		
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		2.22		
Sales				
Sale of Equipment/Supplies	8631	0.00	0.00	0.0%
Leases and Rentals	8650	0.00	0.00	0.0%
Interest	8660	4,181.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments	8662	0.00	0.00	0.0%
	0002	0.00	0.00	0.076
Other Local Revenue	0000	0.00	2.00	0.00/
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		4,181.00	0.00	-100.0%
TOTAL, REVENUES		4,181.00	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%
Unemploy ment 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%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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	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					
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					
		8971	0.00	0.00	0.0%
Proceeds from Certificates of Participation		0071			
Proceeds from Certificates of Participation Proceeds from Leases		8972	0.00	0.00	0.0%
			0.00 0.00	0.00 0.00	0.0% 0.0%
Proceeds from Leases		8972			
Proceeds from Leases Proceeds from Lease Revenue Bonds		8972 8973	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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%

				G8BWG13RH7(2025-26		
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	4,181.00	0.00	-100.0%	
5) TOTAL, REVENUES			4,181.00	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%	
		Except 7600-	0.00	0.00	0.07	
9) Other Outgo	9000-9999	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)			4,181.00	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		0000 0000	0.00	0.00	0.0%	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,181.00	0.00	-100.0%	
			4,101.00	0.00	-100.07/	
F. FUND BALANCE, RESERVES						
1) Beginning Fund Balance		9791	2 227 22	7 440 00	400.00	
a) As of July 1 - Unaudited			3,237.00	7,418.00	129.2%	
b) Audit Adjustments		9793	0.00	0.00	0.0%	
c) As of July 1 - Audited (F1a + F1b)			3,237.00	7,418.00	129.2%	
d) Other Restatements		9795	0.00	0.00	0.0%	
e) Adjusted Beginning Balance (F1c + F1d)			3,237.00	7,418.00	129.2%	
2) Ending Balance, June 30 (E + F1e)			7,418.00	7,418.00	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	7,418.00	7,418.00	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	0.09	
e) Unassigned/Unappropriated						
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%	

Budget, July 1 County School Facilities Fund Exhibit: Restricted Balance Detail

34 67439 0000000 Form 35 G8BWGY3RH7(2025-26)

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
7710	State School Facilities Projects	7,418.00	7,418.00
Total, Restricted Balance		7,418.00	7,418.00

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	3,393,786.48	2,107,939.76	-37.9
5) TOTAL, REVENUES			3,393,786.48	2,107,939.76	-37.9
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	1,074,250.00	1,018,149.00	-5.2
9) Other Outre. Transfers of Indirect Costs		7300-7399	0.00	0.00	-5.2
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,074,250.00		-5.2
9) TOTAL, EXPENDITURES C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER			1,074,250.00	1,018,149.00	-5.2
FINANCING SOURCES AND USES (A5 - B9)			2,319,536.48	1,089,790.76	-53.0
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)			2,319,536.48	1,089,790.76	-53.09
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,710,750.44	5,030,286.92	85.6
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			2,710,750.44	5,030,286.92	85.6
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)			2,710,750.44	5,030,286.92	85.6
2) Ending Balance, June 30 (E + F1e)			5,030,286.92	6,120,077.68	21.7
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	3,857,802.98	4,947,593.74	28.2
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	1,172,483.94	1,172,483.94	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	2,893,519.73		
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		

Budget, July 1 Capital Project Fund for Blended Component Units Expenditures by Object

Description Re:	source Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	(22,957.00)		
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			2,870,562.73		
H. DEFERRED OUTFLOWS OF RESOURCES			,,,,,,,		
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES			0.00		
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)			2,870,562.73		
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		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	0.09
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	0.09
		0010	0.00	0.00	0.0%
Non-Ad Valorem Taxes		0004	0.000.047.01	0.040.000 ==	
Parcel Taxes		8621	3,369,847.94	2,010,939.76	-40.39
Other		8622	0.00	0.00	0.09
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.09
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0
Leases and Rentals		8650	0.00	0.00	0.0
Interest		8660	23,938.54	90,000.00	276.0
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	7,000.00	Ne
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			3,393,786.48	2,107,939.76	-37.9
TOTAL, REVENUES			3,393,786.48	2,107,939.76	-37.9
CLASSIFIED SALARIES			2,220,700.40	_,,000.70	57.5
Classified Support Salaries		2200	0.00	0.00	0.0
			0.00	0.00	

Budget, July 1 Capital Project Fund for Blended Component Units Expenditures by Object

Description Re	source Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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 Employ ee 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	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					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	1,074,250.00	1,018,149.00	-5.2%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,074,250.00	1,018,149.00	-5.2%
TOTAL, EXPENDITURES			1,074,250.00	1,018,149.00	-5.2%
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					
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%

Budget, July 1 Capital Project Fund for Blended Component Units Expenditures by Object

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Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
(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%
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%

Budget, July 1 Capital Project Fund for Blended Component Units Expenditures by Function

				G8BWGY3RH7(2025-26	
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.09
2) Federal Revenue		8100-8299	0.00	0.00	0.09
3) Other State Revenue		8300-8599	0.00	0.00	0.0
4) Other Local Revenue		8600-8799	3,393,786.48	2,107,939.76	-37.9
5) TOTAL, REVENUES			3,393,786.48	2,107,939.76	-37.9
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.09
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
	6000-6999		0.00	0.00	0.0
6) Enterprise	7000-7999				
7) General Administration			0.00	0.00	0.09
8) Plant Services	8000-8999		0.00	0.00	0.0
9) Other Outgo	9000-9999	Except 7600- 7699	1,074,250.00	1,018,149.00	-5.2°
10) TOTAL, EXPENDITURES			1,074,250.00	1,018,149.00	-5.29
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -810)			2,319,536.48	1,089,790.76	-53.0%
D. OTHER FINANCING SOURCES/USES			2,319,330.40	1,003,730.70	-33.0
1) Interfund Transfers					
		8900-8929	0.00	0.00	0.0
a) Transfers In				0.00	
b) Transfers Out		7600-7629	0.00	0.00	0.09
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.09
b) Uses		7630-7699	0.00	0.00	0.0
3) Contributions		8980-8999	0.00	0.00	0.09
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,319,536.48	1,089,790.76	-53.09
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,710,750.44	5,030,286.92	85.6°
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			2,710,750.44	5,030,286.92	85.6
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)			2,710,750.44	5,030,286.92	85.6
2) Ending Balance, June 30 (E + F1e)			5,030,286.92	6,120,077.68	21.7
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	0.04
All Others		9719	0.00	0.00	0.0
b) Restricted		9740	3,857,802.98	4,947,593.74	28.2
c) Committed		9170	3,037,002.90	7,071,080.14	20.2
		0750	0.00	0.00	0.0
Stabilization Arrangements		9750	0.00	0.00	
Other Commitments (by Resource/Object) d) Assigned		9760	0.00	0.00	0.0
Other Assignments (by Resource/Object)		9780	1,172,483.94	1,172,483.94	0.0
e) Unassigned/Unappropriated		2.00	., 172, 100.04	., 2,	0.0
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0

Budget, July 1 Capital Project Fund for Blended Component Units Exhibit: Restricted Balance Detail

34 67439 0000000 Form 49 G8BWGY3RH7(2025-26)

Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	3,857,802.98	4,947,593.74
Total, Restricted Balance		3,857,802.98	4,947,593.74

DEBT SERVICE FUNDS

Debt Service Funds Defii	nition
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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	esi
and Redemption Fund.	

					G8BWGY3RH7(2025-2
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	404,987.20	22.4%
4) Other Local Revenue		8600-8799	68,915,396.99	74,196,284.29	7.7%
5) TOTAL, REVENUES			69,246,396.99	74,601,271.49	7.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.09
3) Employee Benefits		3000-3999	0.00	0.00	0.09
4) Books and Supplies		4000-4999	0.00	0.00	0.09
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 Outes (evaluding Transfers of Indirect Costs)		7100-7299,			
7) Other Outgo (excluding Transfers of Indirect Costs)		7400-7499	68,159,282.00	52,499,400.00	-23.09
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00
9) TOTAL, EXPENDITURES			68,159,282.00	52,499,400.00	-23.0
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)	1		1,087,114.99	22,101,871.49	1,933.19
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		3000 0000	0.00	0.00	0.0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,087,114.99	22,101,871.49	1,933.19
			1,007,114.33	22, 101,071.49	1,933.17
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance		0704	40.004.000.00	40.450.040.05	2.20
a) As of July 1 - Unaudited		9791	48,064,933.26	49,152,048.25	2.3
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			48,064,933.26	49,152,048.25	2.3
d) Other Restatements		9795	0.00	0.00	0.09
e) Adjusted Beginning Balance (F1c + F1d)			48,064,933.26	49,152,048.25	2.3
2) Ending Balance, June 30 (E + F1e)			49,152,048.25	71,253,919.74	45.0
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	22,101,871.49	Ne
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	49,152,048.25	49,152,048.25	0.0
Bond Interest and Redemption Fund	0000	9780	49, 152, 048. 25		
Bond Interest And Redemption Fund	0000	9780		49, 152, 048. 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				2.00	
-					
1) Cash					
1) Cash a) in County Treasury		9110	68 500 060 00		
a) in County Treasury		9110 9111	68,509,060.90		
		9110 9111 9120	68,509,060.90 0.00 0.00		

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	6,210,043.30		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	6,209,441.76		
3) Accounts Receivable		9200	1,173,872.00		
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		
		9340	0.00		
8) Other Current Assets					
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			82,102,417.96		
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	16,803,155.72		
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	17,234,328.98		
		9030			
6) TOTAL, LIABILITIES			34,037,484.70		
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)			48,064,933.26		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0
TOTAL, FEDERAL REVENUE			0.00	0.00	0.09
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	330,000.00	404,516.64	22.6
			•		
Other Subventions/In-Lieu Taxes		8572	1,000.00	470.56	-52.9
TOTAL, OTHER STATE REVENUE			331,000.00	404,987.20	22.4
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	54,224,067.00	61,082,308.95	12.6
Unsecured Roll		8612	1,849,571.00	1,814,681.75	-1.99
Prior Years' Taxes		8613	493,103.00	501,778.74	1.89
Supplemental Taxes		8614	1,500,655.00	1,547,991.17	3.2
Penalties and Interest from Delinquent Non-LCFF Taxes					-28.9
·		8629	15,933.00	11,329.57	
Interest		8660	2,806,513.99	2,800,000.00	-0.2
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0
Other Local Revenue					
All Other Local Revenue		8699	8,025,554.00	6,438,194.11	-19.8
All Other Transfers In from All Others		8799	0.00	0.00	0.0
TOTAL, OTHER LOCAL REVENUE			68,915,396.99	74,196,284.29	7.7
TOTAL, REVENUES			69,246,396.99	74,601,271.49	7.7
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	31,238,830.00	29,732,407.70	-4.8
Other Debt Service - Principal		7439	36,920,452.00	22,766,992.30	-38.3
TOTAL OTHER OUTCO (such dies Transfers of Indicat Costs)			68,159,282.00	52,499,400.00	-23.09
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			00,100,202.00		
TOTAL, EXPENDITURES			68,159,282.00	52,499,400.00	-23.0%

Budget, July 1 Bond Interest and Redemption Fund Expenditures by Object

34 67439 0000000 Form 51 G8BWGY3RH7(2025-26)

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
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					
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%

			T		
Description	Function Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	404,987.20	22.4%
4) Other Local Revenue		8600-8799	68,915,396.99	74,196,284.29	7.7%
5) TOTAL, REVENUES			69,246,396.99	74,601,271.49	7.7%
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	68,159,282.00	52,499,400.00	-23.0%
10) TOTAL, EXPENDITURES		7099	68,159,282.00	52,499,400.00	-23.0%
			00,139,282.00	32,499,400.00	-23.076
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			1,087,114.99	22,101,871.49	1,933.1%
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)			1,087,114.99	22,101,871.49	1,933.1%
F. FUND BALANCE, RESERVES			1,007,114.00	22,101,071.40	1,000.170
1) Beginning Fund Balance		9791	48,064,933.26	49,152,048.25	2.3%
a) As of July 1 - Unaudited		9791			
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			48,064,933.26	49,152,048.25	2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			48,064,933.26	49,152,048.25	2.3%
2) Ending Balance, June 30 (E + F1e)			49,152,048.25	71,253,919.74	45.0%
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	22,101,871.49	New
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	49,152,048.25	49,152,048.25	0.0%
Bond Interest and Redemption Fund	0000	9780	49, 152, 048. 25	, .02,0 10.20	3.07
Bond Interest And Redemption Fund	0000	9780	40, 102,040.20	49, 152, 048. 25	
	0000	9/00		43, 132,040.23	
e) Unassigned/Unappropriated		0===			
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Budget, July 1 Bond Interest and Redemption Fund Exhibit: Restricted Balance Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
9010	Other Restricted Local	0.00	22,101,871.49
Total, Restricted Balance		0.00	22,101,871.49

ENTERPRISE FUNDS

Enterprise Funds Definition

Enterprise Funds, as outlined in the California Department of Education's Standardized Account Code
Structure (SACS), may be used to account for activities for which fees are charged to external users for
goods or services.

					G8BWGY3RH7(2025-2
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	0.09
3) Other State Revenue		8300-8599	0.00	0.00	0.09
4) Other Local Revenue		8600-8799	33,596.53	50,000.00	48.89
5) TOTAL, REVENUES			33,596.53	50,000.00	48.89
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	15,463.07	8,965.00	-42.0
3) Employ ee Benefits		3000-3999	3,836.52	2,051.00	-46.5
4) Books and Supplies		4000-4999	87,068.23	37,234.00	-57.2
5) Services and Other Operating Expenses		5000-5999	(27,760.20)	(48,250.00)	73.8
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		7000 7000	78,607.62	0.00	-100.0
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER			70,007.02	0.00	100.0
FINANCING SOURCES AND USES (A5 - B9)			(45,011.09)	50,000.00	-211.1
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 NET POSITION (C + D4)			(45,011.09)	50,000.00	-211.19
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	45,446.09	435.00	-99.0
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			45,446.09	435.00	-99.0
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Net Position (F1c + F1d)			45,446.09	435.00	-99.0
2) Ending Net Position, June 30 (E + F1e)			435.00	50,435.00	11,494.3
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	50,000.00	Ne
c) Unrestricted Net Position		9790	435.00	435.00	0.0
G. ASSETS					
1) Cash					
a) in County Treasury		9110	45,362.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	438.00		
b) in Banks		9120	4,845.38		
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	(1,790.36)		
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			1.30		
a) Land		9410	0.00		

					G8BWGY3RH7(2025-2
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
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		
Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS		0410	48,855.98		
H. DEFERRED OUTFLOWS OF RESOURCES			40,000.90		
		0.400	0.00		
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		
		9666			
e) COPs Payable			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)			48,855.98		
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		0200	0.00	0.00	0.0
			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	1,546.67	0.00	-100.
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.
Other Local Revenue				2.30	9.
		8699	32,049.86	50,000.00	56.
All Other Local Revenue			32,049.60	50,000.00	
All Other Local Revenue		0000	20 500 50	FO 000 CT	
TOTAL, OTHER LOCAL REVENUE		5555	33,596.53	50,000.00	
TOTAL, OTHER LOCAL REVENUE TOTAL, REVENUES			33,596.53 33,596.53	50,000.00 50,000.00	
TOTAL, OTHER LOCAL REVENUE OTAL, REVENUES CERTIFICATED SALARIES			33,596.53	50,000.00	48.
TOTAL, OTHER LOCAL REVENUE TOTAL, REVENUES		1300	l		48.
TOTAL, OTHER LOCAL REVENUE TOTAL, REVENUES CERTIFICATED SALARIES			33,596.53	50,000.00	48. 48. 0. 0.

				G8BWGY3RH7(2025-2
Description Resource	Codes Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Support Salaries	2200	15,233.58	8,965.00	-41.1%
Classified Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries	2400	229.49	0.00	-100.0%
Other Classified Salaries	2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES		15,463.07	8,965.00	-42.0%
EMPLOYEE BENEFITS				
STRS	3101-3102	0.00	0.00	0.0%
PERS	3201-3202	3,521.85	1,227.00	-65.29
OASDI/Medicare/Alternativ e	3301-3302	58.66	686.00	1,069.5%
Health and Welfare Benefits	3401-3402	0.00	0.00	0.09
Unemploy ment Insurance	3501-3502	23.97	4.00	-83.3%
Workers' Compensation	3601-3602	232.04	134.00	-42.39
OPEB, Allocated	3701-3702	0.00	0.00	0.09
OPEB, Active Employees	3751-3752	0.00	0.00	0.09
Other Employ ee Benefits	3901-3902	0.00	0.00	0.09
TOTAL, EMPLOYEE BENEFITS		3,836.52	2,051.00	-46.5%
BOOKS AND SUPPLIES		0,000.02	2,001.00	40.07
Books and Other Reference Materials	4200	0.00	0.00	0.09
Materials and Supplies	4300	70,240.18	634.00	-99.19
		· ·		
Noncapitalized Equipment	4400	0.00	0.00	0.09
Food	4700	16,828.05	36,600.00	117.59
TOTAL, BOOKS AND SUPPLIES		87,068.23	37,234.00	-57.29
SERVICES AND OTHER OPERATING EXPENSES				
Subagreements for Services	5100	0.00	0.00	0.09
Travel and Conferences	5200	0.00	0.00	0.0
Dues and Memberships	5300	0.00	0.00	0.09
Insurance	5400-5450	0.00	0.00	0.09
Operations and Housekeeping Services	5500	2,250.00	0.00	-100.09
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	0.00	0.00	0.09
Transfers of Direct Costs	5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750	(43,022.08)	(48,950.00)	13.8%
Professional/Consulting Services and				
Operating Expenditures	5800	13,011.88	700.00	-94.6%
Communications	5900	0.00	0.00	0.09
TOTAL, SERVICES AND OTHER OPERATING EXPENSES		(27,760.20)	(48,250.00)	73.8%
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	0.09
TOTAL, DEPRECIATION AND AMORTIZATION		0.00	0.00	0.09
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS				
Transfers of Indirect Costs - Interfund	7350	0.00	0.00	0.09
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS		0.00	0.00	0.09
TOTAL, EXPENSES		78,607.62	0.00	-100.09
INTERFUND TRANSFERS				
INTERFUND TRANSFERS IN				
From: General Fund	8916	0.00	0.00	0.04
Other Authorized Interfund Transfers In	8919	0.00	0.00	0.04
(a) TOTAL, INTERFUND TRANSFERS IN		0.00	0.00	0.0
INTERFUND TRANSFERS OUT		1.50		5.0
Other Authorized Interfund Transfers Out	7619	0.00	0.00	0.0
(b) TOTAL, INTERFUND TRANSFERS OUT	7013	0.00	0.00	0.0
OTHER SOURCES/USES		0.00	0.00	3.07
SOURCES SOURCES				
Other Sources	9065	0.00	0.00	
Transfers from Funds of Lapsed/Reorganized LEAs	8965	0.00	0.00	0.09
(c) TOTAL, SOURCES		0.00	0.00	0.0
USES				
		l I		
Transfers of Funds from Lapsed/Reorganized LEAs (d) TOTAL, USES	7651	0.00 0.00	0.00	0.09

Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	2024-25 Estimated Actuals	2025-26 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	33,596.53	50,000.00	48.8%
5) TOTAL, REVENUES			33,596.53	50,000.00	48.8%
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		73,888.34	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		2,469.28	0.00	-100.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		2,250.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600- 7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			78,607.62	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(45,011.09)	50,000.00	-211.1%
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 NET POSITION (C + D4)			(45,011.09)	50,000.00	-211.1%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	45,446.09	435.00	-99.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			45,446.09	435.00	-99.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			45,446.09	435.00	-99.0%
2) Ending Net Position, June 30 (E + F1e)			435.00	50,435.00	11,494.3%
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	50,000.00	New
c) Unrestricted Net Position		9790	435.00	435.00	0.0%

Budget, July 1 Cafeteria Enterprise Fund Exhibit: Restricted Net Position Detail

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Resource	Description	2024-25 Estimated Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	0.00	50,000.00
Total, Restricted Net Position		0.00	50,000.00

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.

				G8BWGY3RH7(2025-2		
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 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	18,132,127.46	18,285,316.83	0.89	
5) TOTAL, REVENUES			18,132,127.46	18,285,316.83	0.89	
B. EXPENSES						
1) Certificated Salaries		1000-1999	0.00	0.00	0.09	
2) Classified Salaries		2000-2999	575,999.29	649,753.71	12.89	
3) Employee Benefits		3000-3999	333,494.72	461,396.83	38.4	
4) Books and Supplies		4000-4999	277,310.47	202,000.00	-27.2	
5) Services and Other Operating Expenses		5000-5999	15,838,851.47	16,972,166.29	7.2	
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0	
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,				
7) Other Outgo (excluding transfers of findirect Costs)		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			17,025,655.95	18,285,316.83	7.4	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,106,471.51	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)			1,106,471.51	0.00	-100.0	
F. NET POSITION			1,122,1112			
Beginning Net Position						
a) As of July 1 - Unaudited		9791	12,168,009.15	13,274,480.66	9.1	
b) Audit Adjustments		9793	0.00	0.00	0.0	
c) As of July 1 - Audited (F1a + F1b)		3730	12,168,009.15	13,274,480.66	9.1	
d) Other Restatements		9795	0.00	0.00	0.0	
e) Adjusted Beginning Net Position (F1c + F1d)		3733				
			12,168,009.15	13,274,480.66	9.1	
2) Ending Net Position, June 30 (E + F1e)			13,274,480.66	13,274,480.66	0.0	
Components of Ending Net Position		0700			0.0	
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	13,274,480.66	13,274,480.66	0.0	
G. ASSETS						
1) Cash		0440	44 400 500 00			
a) in County Treasury		9110	11,129,568.03			
1) Fair Value Adjustment to Cash in County Treasury		9111	98,146.00			
b) in Banks		9120	651.47			
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	4,801.39			
4) Due from Grantor Gov ernment		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						
10) Fixed Assets a) Land		9410	0.00			

					G8BWGY3RH7(2025-26)
Description	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
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		
I) Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS			11,483,166.89		
H. DEFERRED OUTFLOWS OF RESOURCES					
Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	404,788.21		
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		
		9030	0.00		
6) Long-Term Liabilities		0000			
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			404,788.21		
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)			11,078,378.68		
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	327,214.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/					
		8674	17 904 012 46	18,285,316.83	2.7%
Contributions All Other Fees and Contracts		8689	17,804,913.46	0.00	
		0009	0.00	0.00	0.0%
Other Local Revenue		0000		2	0.00
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			18,132,127.46	18,285,316.83	0.8%
TOTAL, REVENUES			18,132,127.46	18,285,316.83	0.8%
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%

		G8BWGY3RH7(2025-26)			
Description R	Resource Codes	Object Codes	2024-25 Estimated Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	295,777.50	208,468.01	-29.5%
Clerical, Technical and Office Salaries		2400	280,221.79	441,285.70	57.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			575,999.29	649,753.71	12.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	162,972.39	177,604.57	9.0%
OASDI/Medicare/Alternative		3301-3302	15,824.41	49,393.01	212.1%
Health and Welfare Benefits		3401-3402	130,010.99	190,232.28	46.3%
Unemployment Insurance		3501-3502	124.37	322.62	159.4%
Workers' Compensation		3601-3602	3,812.27	9,746.35	155.7%
OPEB, Allocated		3701-3702	20,433.66	33,768.00	65.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employ ee Benefits		3901-3902	316.63	330.00	4.2%
TOTAL, EMPLOYEE BENEFITS			333,494.72	461,396.83	38.4%
BOOKS AND SUPPLIES			553,7533	,	
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	272,930.51	202,000.00	-26.0%
		4400	4,379.96	0.00	-100.0%
Noncapitalized Equipment		4400		202,000.00	-27.2%
TOTAL, BOOKS AND SUPPLIES			277,310.47	202,000.00	-21.270
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,634.55	0.00	-100.0%
Dues and Memberships		5300	300.00	0.00	-100.0%
Insurance		5400-5450	489,030.54	567,687.29	16.1%
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	12,000.00	12,000.00	0.0%
Professional/Consulting Services and					
Operating Expenditures		5800	15,332,886.38	16,392,479.00	6.9%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			15,838,851.47	16,972,166.29	7.2%
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			17,025,655.95	18,285,316.83	7.4%
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		70.0	0.00	0.00	0.0%
OTHER SOURCES/USES			0.00	0.00	0.070
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES		0900	0.00	0.00	0.0%
			0.00	0.00	0.0%
USES		7054	0.55	2.55	2.22
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%

			2024-25	2025-26	Percent
Description	Function Codes	Object Codes	Estimated Actuals	Budget	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	18,132,127.46	18,285,316.83	0.8%
5) TOTAL, REVENUES			18,132,127.46	18,285,316.83	0.8%
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		17,025,655.95	18,285,316.83	7.4%
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			17,025,655.95	18,285,316.83	7.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,106,471.51	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)			1,106,471.51	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,168,009.15	13,274,480.66	9.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,168,009.15	13,274,480.66	9.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,168,009.15	13,274,480.66	9.1%
2) Ending Net Position, June 30 (E + F1e)			13,274,480.66	13,274,480.66	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	13,274,480.66	13,274,480.66	0.0%

Budget, July 1 Self-Insurance Fund Exhibit: Restricted Net Position Detail

34 67439 0000000 Form 67 G8BWGY3RH7(2025-26)

ResourceDescription2024-25 Estimated Actuals2025-26 BudgetTotal, Restricted Net Position0.000.00

	202	4-25 Estimated Actu	als		2025-26 Budget	
Description	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)	33,406.13	33,406.13	34,423.23	33,321.19	33,321.19	33,658.07
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)	33,406.13	33,406.13	34,423.23	33,321.19	33,321.19	33,658.07
5. District Funded County Program ADA						
a. County Community Schools	73.52	73.52	73.52	70.50	70.50	70.50
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)	73.52	73.52	73.52	70.50	70.50	70.50
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	33,479.65	33,479.65	34,496.75	33,391.69	33,391.69	33,728.57
7. Adults in Correctional Facilities						
Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

2025-26 Budget, July 1 AVERAGE DAILY ATTENDANCE

34 67439 0000000 Form A G8BWGY3RH7(2025-26)

	202	4-25 Estimated Actu	als			
Description	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)						

2025-26 Budget, July 1 AVERAGE DAILY ATTENDANCE

34 67439 0000000 Form A G8BWGY3RH7(2025-26)

	202	4-25 Estimated Actu	als		2025-26 Budget			
Description	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 the	eir Fund 01, 09, or 62	use this worksheet to	report ADA for those	charter schools.				
Charter schools reporting SACS financial data separately from their	r authorizing LEAs in F	und 01 or Fund 62 us	se this worksheet to re	eport their ADA.				
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.								
1. Total Charter School Regular ADA	1,373.88	1,373.88	1,373.88	1,365.56	1,365.56	1,365.56		
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)	1,373.88	1,373.88	1,373.88	1,365.56	1,365.56	1,365.56		
FUND 09 or 62: Charter School ADA corresponding to SACS fin	ancial data reported	l in Fund 09 or Fun	d 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)	1,373.88	1,373.88	1,373.88	1,365.56	1,365.56	1,365.56		

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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.

District ADA (Form A, Estimated P-2 ADA column, lines A4 and

District's ADA Standard Percentage

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Projected 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
34,687	
1.0%	
	3.0% 2.0% 1.0% 34,687

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 (2022-23)				
District Regular	36,317	37,505		
Charter School				
Total ADA	36,317	37,505	N/A	Met
Second Prior Year (2023-24)				
District Regular	35,929	36,017		
Charter School				
Total ADA	35,929	36,017	N/A	Met
First Prior Year (2024-25)				
District Regular	34,306	34,423		
Charter School		1,374		
Total ADA	34,306	35,797	N/A	Met
Budget Year (2025-26)				•
District Regular	33,658			
Charter School	1,366			
Total ADA	35,024			

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3. 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 ov	verestimated by more than the standard percentage level for the first prior year.				
Explanation:					
(required if NOT met)					
 STANDARD MET - Funded ADA has not been ov 	rerestimated by more than the standard percentage level for two or more of the previous three years.				
Explanation:					
(required if NOT met)					

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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
):	34,687	
: [1.0%	1

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, CALPADS Actual column for the First Prior Year; all other data are extracted or calculated. CALPADS 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.

Enrollment

Fiscal Year	Budget	CALPADS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2022-23)				
District Regular	36,453	43,066		
Charter School				
Total Enrollment	36,453	43,066	N/A	Met
Second Prior Year (2023-24)				
District Regular	36,506	42,554		
Charter School				
Total Enrollment	36,506	42,554	N/A	Met
First Prior Year (2024-25)				
District Regular	36,437	36,415		
Charter School				
Total Enrollment	36,437	36,415	0.1%	Met
Budget Year (2025-26)				
District Regular	36,217			
Charter School				
Total Enrollment	36,217			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a.	STANDARD MET -	 Enrollment has no 	t been overes	timated by	more than	the standard	percentage	lev el for	the firs	t prior y	y ear

	Explanation: (required if NOT met)	
1b.	STANDARD MET - Enrollment has not been overe	estimated by more than the standard percentage level for two or more of the previous three years.
	Explanation:	
	(required if NOT met)	

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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 CALPADS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2022-23)			
District Regular	33,503	43,066	
Charter School		0	
Total ADA/Enrollment	33,503	43,066	77.8%
Second Prior Year (2023-24)			
District Regular	33,674	42,554	
Charter School	0		
Total ADA/Enrollment	33,674	42,554	79.1%
First Prior Year (2024-25)			
District Regular	33,406	36,415	
Charter School	1,374		
Total ADA/Enrollment	34,780	36,415	95.5%
		Historical Average Ratio:	84.1%
		'	

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.

District's ADA to Enrollment Standard (historical average ratio plus 0.5%):

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 (2025-26)				
District Regular	33,321	36,217		
Charter School	1,366			
Total ADA/Enrollment	34,687	36,217	95.8%	Not Met
1st Subsequent Year (2026-27)				
District Regular	33,153	36,033		
Charter School	1,366			
Total ADA/Enrollment	34,519	36,033	95.8%	Not Met
2nd Subsequent Year (2027-28)				
District Regular	32,985	35,850		
Charter School	1,366			
Total ADA/Enrollment	34,351	35,850	95.8%	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)

Historically, the district maintained an average ADA-to-enrollment ratio of approximately 94.5% before it was impacted by external factors. While this ratio has fluctuated in recent years, the district continues to plan strategically to improve attendance rates.

84.6%

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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 cost-of-living adjustment (COLA), 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 COLA, plus or minus one percent.

4A. Di	strict's	LCFF	Revenue	Standard
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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.

Projected LCFF Revenue

		Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year	
Step 1 - C	hange in Population	(2024-25)	(2025-26)	(2026-27)	(2027-28)	
a.	ADA (Funded) (Form A, lines A6 and C4)	35,870.63	35,094.13	33,728.57	33,603.24	
b.	Prior Year ADA (Funded)		35,870.63	35,094.13	33,728.57	
c.	Difference (Step 1a minus Step 1b)		(776.50)	(1,365.56)	(125.33)	
d.	Percent Change Due to Population (Step 1c divided by Step 1b)		(2.16%)	(3.89%)	(.37%)	
Step 2 - C	Step 2 - Change in Funding Level					
a.	Prior Year LCFF Funding		485,862,174.00	494,380,583.00	510,199,348.00	
b1.	COLA percentage		2.30%	3.02%	3.42%	
b2.	COLA amount (proxy for purposes of this criterio	n)	11,174,830.00	14,930,293.61	17,448,817.70	
c.	Percent Change Due to Funding Level (Step 2b2	divided by Step 2a)	2.30%	3.02%	3.42%	
Step 3 - To	otal Change in Population and Funding Level (Step 1	d plus Step 2c)	.14%	(.87%)	3.05%	
	LCFF Revenue St	andard (Step 3, plus/minus 1%):	-0.86% to 1.14%	-1.87% to 0.13%	2.05% to 4.05%	

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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	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2024-25)	(2025-26)	(2026-27)	(2027-28)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	143,657,764.13	143,049,613.00	143,049,613.00	143,049,613.00
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	1st Subsequent Year	2nd Subsequent Year
	(2025-26)	(2026-27)	(2027-28)
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	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2024-25)	(2025-26)	(2026-27)	(2027-28)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	500,464,286.13	503,889,637.00	512,408,046.00	528,226,811.00
District's Projected Change in LCFF Revenue:		.68%	1.69%	3.09%
LCFF Revenue Standard		-0.86% to 1.14%	-1.87% to 0.13%	2.05% to 4.05%
	Status:	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 2026-27 because the 2025-26 revenue includes In-Lieu of Property Taxes. The estimated LCFF funding for 2026-27, net of In-Lieu of Property Taxes, is \$494,380,583, which would place the year-over-year change within the standard range.

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89.5% to 95.5%

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.

	Estimated/Unaudited Actuals - Unrestricted (Resources 0000- 1999)		Ratio	
	Salaries and Benefits	Total Expenditures	of Unrestricted Salaries and Benefits	
Fiscal Year	(Form 01, Objects 1000- 3999)	(Form 01, Objects 1000- 7499)	to Total Unrestricted Expenditures	
Third Prior Year (2022-23)	324,409,308.17	355,207,399.89	91.3%	
Second Prior Year (2023-24)	407,982,199.81	441,213,572.03	92.5%	
First Prior Year (2024-25)	411,522,756.15	439,654,594.57	93.6%	
		Historical Average Ratio:	92.5%	
		'		
Budget Year		1st Subsequent Year	2nd Subsequent Year	
		(2025-26)	(2026-27)	(2027-28)
District's Reserve Standard Per	rcentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
District's Sa	alaries and Benefits Standard			

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

(historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):

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.

Budget - Unrestricted

89.5% to 95.5%

89.5% to 95.5%

(Resources 0000-1999)

	Salaries and Benefits	Total Expenditures	Ratio	
	(Form 01, Objects 1000- 3999)	(Form 01, Objects 1000- 7499)	of Unrestricted Salaries and Benefits	
Fiscal Year	(Form MYP, Lines B1-B3)	(Form MYP, Lines B1-B8, B10)	to Total Unrestricted Expenditures	Status
Budget Year (2025-26)	424,153,232.09	451,003,060.63	94.0%	Met
1st Subsequent Year (2026-27)	392,436,661.06	408,685,037.08	96.0%	Not Met
2nd Subsequent Year (2027-28)	391,587,239.06	407,998,917.75	96.0%	Not 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 NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:

(required if NOT met)

The District meets the standard in the budget year 25-26 with a ratio of 94%. While the ratio rises to 96% in both 26–27 and 27–28, the increase reflects strategic investments in staffing aligned with LCAP goals and student support services. The higher outyear ratios are partially due to planned reductions in salary expenditures as part of the District's right-sizing efforts. The District maintains adequate reserves and will continue to monitor and adjust expenditures to ensure long-term fiscal stability.

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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	1st Subsequent Year	2nd Subsequent Year
	(2025-26)	(2026-27)	(2027-28)
District's Change in Population and Funding Level			
(Criterion 4A1, Step 3):	.14%	(.87%)	3.05%
2. District's Other Revenues and Expenditures			
Standard Percentage Range (Line 1, plus/minus 10%):	-9.86% to 10.14%	-10.87% to 9.13%	-6.95% to 13.05%
3. District's Other Revenues and Expenditures			
Explanation Percentage Range (Line 1, plus/minus 5%):	-4.86% to 5.14%	-5.87% to 4.13%	-1.95% to 8.05%

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.

	Percent Change	Change Is Outside
Amount	Over Previous Year	Explanation Range
54,581,131.20		
52,969,002.84	(2.95%)	No
39,910,920.67	(24.65%)	Yes
39,910,920.67	0.00%	No
	54,581,131.20 52,969,002.84 39,910,920.67	Amount Over Previous Year 54,581,131.20 52,969,002.84 (2.95%) 39,910,920.67 (24.65%)

Explanation:

(required if Yes)

Federal revenues are projected to decline in 2026-27 and the out-years, as the district continues to fully utilize restricted funds including the Arts and Music Block Grant resulting in a reduction of \$12.1 million.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2024-25)
Budget Year (2025-26)
1st Subsequent Year (2026-27)
2nd Subsequent Year (2027-28)

132,768,374.84		
128,606,106.22	(3.13%)	No
126,612,396.24	(1.55%)	No
126,612,396.24	0.00%	No

Explanation:

(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2024-25)

Budget Year (2025-26)

1st Subsequent Year (2026-27)

2nd Subsequent Year (2027-28)

21,842,907.79		
22,531,662.96	3.15%	No
41,483,028.96	84.11%	Yes
21,606,942.65	(47.91%)	Yes

Explanation:

(required if Yes)

The District is projecting a one-time OPEB drawdown in 26-27 to provide short-term support to the GF and maintain fiscal solvency. No drawdown is planned for 27-28. The measured use of OPEB disbursements provides the District with short-term fiscal relief while it works to implement sustainable, long-term budget solutions, including right-sizing efforts to address structural imbalances.

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Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

 First Prior Year (2024-25)
 11,732,129.36

 Budget Year (2025-26)
 27,011,983.48
 130.24%
 Yes

 1st Subsequent Year (2026-27)
 17,189,812.93
 (36.36%)
 Yes

 2nd Subsequent Year (2027-28)
 16,219,042.08
 (5.65%)
 Yes

Explanation:

(required if Yes)

The change in materials and supplies in the out-years reflects a decrease associated with the projected 5% enrollment decline, as well as adjustments aligned with the district's planned right-sizing strategy.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2024-25)	130,779,407.30		
Budget Year (2025-26)	63,801,296.30	(51.21%)	Yes
1st Subsequent Year (2026-27)	49,215,801.68	(22.86%)	Yes
2nd Subsequent Year (2027-28)	63,430,948.73	28.88%	Yes

Explanation:

(required if Yes)

Changes in services and operating expenses for 2025-26, 2026-27, and 2027-28 are primarily driven by contracted services to support Special Education and students with Section 504 plans. These adjustments reflect ongoing challenges in filling key vacancies, requiring the district to contract throughout the year to ensure students receive necessary services.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Percent Change

Object Range / Fiscal Year	Amount	Over Previous Year	Status

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

 First Prior Year (2024-25)
 209,192,413.83

 Budget Year (2025-26)
 204,106,772.02
 (2.43%)
 Met

 1st Subsequent Year (2026-27)
 208,006,345.87
 1.91%
 Met

 2nd Subsequent Year (2027-28)
 188,130,259.56
 (9.56%)
 Not Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2024-25)

Budget Year (2025-26)

1st Subsequent Year (2026-27)

2nd Subsequent Year (2027-28)

_	Thereof obj				
	142,511,536.66				
	90,813,279.78	(36.28%)	Not Met		
	66,405,614.61	(26.88%)	Not Met		
	79,649,990.81	19.94%	Not 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.

a. 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 revenues are projected to decline in 2026-27 and the out-years, as the district continues to fully utilize restricted
Federal Revenue	funds including the Arts and Music Block Grant resulting in a reduction of \$12.1 million.
(linked from 6B	
if NOT met)	
Explanation:	
Other State Revenue	
(linked from 6B	
if NOT met)	

Explanation:

Other Local Revenue

The District is projecting a one-time OPEB drawdown in 26-27 to provide short-term support to the GF and maintain fiscal solvency. No drawdown is planned for 27-28. The measured use of OPEB disbursements provides the District with short-term

fiscal relief while it 2025-26 Birrobgert, who is us tainable, long-term budget solutions,	including right-sizing efforts t3467439 0000000
structural imbalances. General Fund	Form 01CS
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linked from 6B	
if NOT met)	

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) The change in materials and supplies in the out-years reflects a decrease associated with the projected 5% enrollment decline, as well as adjustments aligned with the district's planned right-sizing strategy.

Explanation:

Services and Other Exps

(linked from 6B if NOT met) Changes in services and operating expenses for 2025-26, 2026-27, and 2027-28 are primarily driven by contracted services to support Special Education and students with Section 504 plans. These adjustments reflect ongoing challenges in filling key vacancies, requiring the district to contract throughout the year to ensure students receive necessary services.

NOTE:

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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).

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 exlude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225,

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

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) 762.345.517.10 b. Plus: Pass-through Revenues and 3% Required Budgeted Contribution¹ Apportionments (Line 1b. if line 1a is No) Minimum Contribution to the Ongoing and Major (Line 2c times 3%) Maintenance Account Status c. Net Budgeted Expenditures and Other Financing Uses Met 22.870.365.51 762,345,517.10 22,870,365.58 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)

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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.

			_			
1	District's	Av ailable	Reserve	Amounts	(resources	0000-1999)

a. Stabilization Arrangements

(Funds 01 and 17, Object 9750)

b. Reserve for Economic Uncertainties

(Funds 01 and 17, Object 9789)

c. Unassigned/Unappropriated

(Funds 01 and 17, Object 9790)

d. Negative General Fund Ending Balances in Restricted

Resources (Fund 01, Object 979Z, if negative, for each of

resources 2000-9999)

e. Av ailable Reserves (Lines 1a through 1d)

Expenditures and Other Financing Uses

a. District's Total Expenditures and Other Financing Uses

(Fund 01, objects 1000-7999)

b. Plus: Special Education Pass-through Funds (Fund 10, resources

3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

c. Total Expenditures and Other Financing Uses

(Line 2a plus Line 2b)

3. District's Available Reserve Percentage

(Line 1e divided by Line 2c)

District's Deficit Spending Stand	dard Percentage Levels
	(Line 3 times 1/3):

Third Prior Year	Second Prior Year	First Prior Year
(2022-23)	(2023-24)	(2024-25)
0.00	0.00	0.00
13,039,261.00	16,290,249.00	16,023,588.66
33,489,091.49	65,461,324.52	89,358,376.56
0.00	0.00	0.00
46,528,352.49	81,751,573.52	105,381,965.22
651,963,036.85	815,597,438.54	801,179,433.20
		0.00
651,963,036.85	815,597,438.54	801,179,433.20
7.1%	10.0%	13.2%

¹ Available 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

3.3%

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.

	Net Change in	Total Unrestricted Expenditures	Deficit Spending Level	
	Unrestricted Fund Balance	and Other Financing Uses	(If Net Change in Unrestricted Fund	
Fiscal Year	(Form 01, Section E)	(Form 01, Objects 1000- 7999)	Balance is negative, else N/A)	Status
Third Prior Year (2022-23)	70,605,641.07	355,207,399.89	N/A	Met
Second Prior Year (2023-24)	36,330,011.20	442,298,581.64	N/A	Met
First Prior Year (2024-25)	(66,370,154.14)	440,416,594.57	15.1%	Not Met
Budget Year (2025-26) (Information only)	(81,416,595.79)	451,003,060.63		

2.4%

8C. Comparison of District Deficit Spending to the Standard

4.4%

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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)			

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9. CRITERION: Fund and Cash Balances

A. 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 250,000	
0.3%	250.001 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): 34,757

District's Fund Balance Standard Percentage Level: .7%

9A-1. 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.

Unrestricted General Fund Beginning Balance ² Beginning Fund Balance (Form 01, Line F1e, Unrestricted Column) Variance Level Fiscal Year Original Budget Estimated/Unaudited Actuals (If overestimated, else N/A) Status Third Prior Year (2022-23) 42.691.089.10 65.034.532.41 N/A Met Second Prior Year (2023-24) 96.877.838.83 135,675,372.67 N/A Met First Prior Year (2024-25) 78,167,099.19 172,005,383.87 N/A Met Budget Year (2025-26) (Information only) 105,635,229.73

9A-2. 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)

B. Cash Balance Standard: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1: Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Ending Cash Balance

General Fund

 Fiscal Year
 (Form CASH, Line F, June Column)
 Status

 Current Year (2025-26)
 0.00
 Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:		

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

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(required if NOT met)

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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 A	NDA
5% or \$88,000 (greater of)	0 t	o 300
4% or \$88,000 (greater of)	301 1	o 1,000
3%	1,001	0 30,000
2%	30,001	o 250,000
1%	250,001	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.

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	1st Subsequent Year	2nd Subsequent Year
	(2025-26)	(2026-27)	(2027-28)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4.	34,687	34,518	34,351
Subsequent Years, Form MYP, Line F2, if available.)			
District's Reserve Standard Percentage Level:	2%	2%	2%

Rudget Year

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. If Yes, enter data for item 2a. If No, enter data 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?

Yes

- 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		1st Subsequent Year	2nd Subsequent Year		
	(2025-26)	(2026-27)	(2027-28)		
	0.00				
		0.00	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.

1.	Expenditures and Other Financing Uses
	(Fund 01, objects 1000-7999) (Form MYP, Line B11)

- Plus: Special Education Pass-through
 (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)
- Total Expenditures and Other Financing Uses
 (Line B1 plus Line B2)

Budget i oui	rot oubooquont roun	zna oabooquont rour
(2025-26)	(2026-27)	(2027-28)
791,136,731.10	716,234,261.13	726,117,922.80
791,136,731.10	716,234,261.13	726,117,922.80

1st Subsequent Year

2nd Subsequent Year

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.

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4.	Reserve Standard Percentage Level	2%	2%	2%
5.	Reserve Standard - by Percent			
	(Line B3 times Line B4)	15,822,734.62	14,324,685.22	14,522,358.46
6.	Reserve Standard - by Amount			
	(\$88,000 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)	15,822,734.62	14,324,685.22	14,522,358.46

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 (2025-26)	1st Subsequent Year (2026- 27)	2nd Subsequent Year (2027-28)
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)	15,822,735.00	14,324,685.22	14,522,358.44
3.	General Fund - Unassigned/Unappropriated Amount			
	(Fund 01, Object 9790) (Form MYP, Line E1c)	8,142,634.43	327,595.15	(12,787,728.95)
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)	0.00	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)	23,965,369.43	14,652,280.37	1,734,629.49
9.	District's Budgeted Reserve Percentage (Information only)			
	(Line 8 divided by Section 10B, Line 3)	3.03%	2.05%	.24%
	District's Reserve Standard			
	(Section 10B, Line 7):	15,822,734.62	14,324,685.22	14,522,358.46
	Status:	Met	Met	Not Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation:

(required if NOT met)

The district is able to meet the 2% reserve for economic uncertainties in 2025-26 and 2026-27. However, for 2027-28, the district will continue implementing its right-sizing plan to make necessary adjustments and ensure it meets its financial obligations.

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JPPLEM	ENTAL INFORMATION		
ATA ENT	RY: Click the appropriate Yes or No button for it	ems S1 through S4. Enter an explanation for each Yes answer.	
S1.	Contingent Liabilities		
1a.	Does your district have any known or continge	ent liabilities (e.g., financial or program audits, litigation,	
	state compliance reviews) that may impact the	e budget?	No
1b.	If Yes, identify the liabilities and how they ma	y impact the budget:	
S2.	Use of One-time Revenues for Ongoing Ex	penditures	
1a.	Does your district have ongoing general fund of	expenditures in the budget in excess of one percent of	
	the total general fund expenditures that are fur	nded with one-time resources?	Yes
1b.	If Yes, identify the expenditures and explain h	low the one-time resources will be replaced to continue funding the ongoing expenditures in the	following fiscal years:
		The only remaining one-time resource is the Learning Recovery Grant, which is intended to constructional days under a two-year agreement, with 2025-26 being the final year. As a result, at this time.	
S3.	Use of Ongoing Revenues for One-time Exp	penditures	
1a.	Does your district have large non-recurring ger	neral fund expenditures that are funded with ongoing	
	general fund revenues?		No
1b.	If Yes, identify the expenditures:		
S4.	Contingent Revenues		,
1a.	Does your district have projected revenues fo	r the budget year or either of the two subsequent fiscal years	
	contingent on reauthorization by the local gove	ernment, special legislation, or other definitive act	
	(e.g., parcel taxes, forest reserves)?		No
1b.	If Yes, identify any of these revenues that ar	e dedicated for ongoing expenses and explain how the revenues will be replaced or expenditure:	s reduced:

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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 (2024-25)	(148,046,168.90)					
Budget Year (2025-26)	(147,081,944.23)	(964,224.67)	(.7%)	Met		
1st Subsequent Year (2026-27)	(144,834,870.00)	(2,247,074.23)	(1.5%)	Met		
2nd Subsequent Year (2027-28)	(145,131,380.00)	296,510.00	.2%	Met		
1b. Transfers In, General Fund *						
First Prior Year (2024-25)	3,257,063.82					
Budget Year (2025-26)	3,755,880.00	498,816.18	15.3%	Not Met		
1st Subsequent Year (2026-27)	3,755,880.00	0.00	0.0%	Met		
2nd Subsequent Year (2027-28)	3,755,880.00	0.00	0.0%	Met		
1c. Transfers Out, General Fund * First Prior Year (2024-25) Budget Year (2025-26) 1st Subsequent Year (2026-27) 2nd Subsequent Year (2027-28) 1d. Impact of Capital Projects	762,000.00 0.00 0.00 0.00	(762,000.00) 0.00 0.00	(100.0%) 0.0% 0.0%	Not Met Met Met		
Do you have any capital projects that may impact the g	eneral 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, Trans	fers, and Capital Projects					
DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or 1a. MET - Projected contributions have not changed by more		fiscal vears.				
Explanation:		• • • •				
(required if NOT met)						

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1b. NOT MET - The projected transfers in to 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 timelines, for reducing or eliminating the transfers.

Explanation: (required if NOT met)

The transfer in comes from Fund 09 have increased and is related to the required transfer of funds for oversight responsibilities. As part of the district's authorizing role, these funds are allocated to support monitoring, compliance, and support services provided to the charter.

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:

The transfer out is currently due to tuition paid to the county for special programs.

(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:

(required if YES)

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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 a	and enter data	in all columns of item 2 for app	licable long-term commitments	; there are no extractions in this so	ection.	
Does your district have long-term (multiy ear)	commitments	?				
(If No, skip item 2 and Sections S6B and S60	C)		Yes			
If Yes to item 1, list all new and existing mult than pensions (OPEB); OPEB is disclosed in it		ments and required annual debt s	ervice amounts. Do not includ	e long-term commitments for post	employment benefits other	
	# of Years	SAC	S Fund and Object Codes Use	d For:	Principal Balance	
Type of Commitment	Remaining	Funding Sources	s (Revenues)	Debt Service (Expenditures)	as of July 1, 2025	
Leases	16	Fund 25 Developer Fees, Fund	d 49 Mello Roos	object 7438, 7439	487,950,000	
Certificates of Participation						
General Obligation Bonds	25	Fund 51 - Bond Interest and Re	edemption Fund		414,352,514	
Supp Early Retirement Program						
State School Building Loans						
Compensated Absences		Fund 01,09,11,13,21,67,68		Object Code 1-3999	10,815,634	
Other Long-term Commitments (do not include OPEB):					
TOTAL:	1		l		913,118,148	
		Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year	
		(2024-25)	(2025-26)	(2026-27)	(2027-28)	
		Annual Payment	Annual Payment	Annual Payment	Annual Payment	
Type of Commitment (continued)		(P & I)	(P & I)	(P & I)	(P & I)	
Leases			, ,	,	. ,	
Certificates of Participation						
General Obligation Bonds		68,159,283	52,499,400	53,108,875	53,223,600	
Supp Early Retirement Program		30,100,200	02,100,100	30,100,010	30,220,000	
State School Building Loans						
Compensated Absences						
Other Long-term Commitments (continued):						
3		5,462,364	5,486,298	5,528,055	5,529,383	
		3, .02,001	3,400,200	5,320,000	2,520,000	

Total Annual Payments:

Has total annual payment increased over prior year (2024-25)?

58,752,983

No

58,636,930

No

73,621,647

57,985,698

No

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S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment				
DATA ENTRY: Enter an explanation if Y	es.			
1a. No - Annual payments for	long-term commitment	s have not increased in one or more of the budget and two subsequent fiscal years.		
Explana	tion:	In 2022-23 the district issue 2022 general obligation funds totaling 225 million for construction related projects. Payments are		
(required i	f Yes	made from bond interest and redemption fund and in addition, principal and interest payments on lease revenue bonds are made from the developer fees funds		
to increase	in total			
annual pay	ments)			
S6C. Identification of Decreases to F DATA ENTRY: Click the appropriate Yes	_	; if Yes, an explanation is required in item 2.		
Will funding sources used	to pay long-term comm	nitments decrease or expire prior to the end of the commitment period, or are they one-time sources?		
		No		
2. No - Funding sources will i	not decrease or expire p	prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.		
Explana	tion:			

(required if Yes)

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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. Idei	ntification of the District's Estimated Unfunded Liability for Postemployment E	Benefits Other than Pensions (O	PEB)	
DATA EN	TRY: Click the appropriate button in item 1 and enter data in all other applicable item	s; there are no extractions in this	section except the budget year da	ta on line 5b.
1	Does your district provide postemployment benefits other			
	than pensions (OPEB)? (If No, skip items 2-5)	Yes		
	'		→	
2.	For the district's OPEB:		_	
	a. Are they lifetime benefits?	Yes		
	b. Do benefits continue past age 65?	Yes		
	c. Describe any other characteristics of the district's OPEB program including eliquenefits:	gibility criteria and amounts, if any	, that retirees are required to cont	ribute toward their own
	Employees must meet eligibility i benefits.	requirements outlined in respective	bargaining unit agreements in ord	er to receive lifetime
3	a. Are OPEB financed on a pay-as-y ou-go, actuarial cost, or other method?		Actua	arial
Ü	a. The of EB final loca of a pay as you go, actual at cook, or other method.		Actua	ariai
	b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or		Self-Insurance Fund	Gov ernmental Fund
	gov ernmental fund		0	0
4.	OPEB Liabilities	Г		
	a. Total OPEB liability	-	404,144,313.00	
	b. OPEB plan(s) fiduciary net position (if applicable)	-	140,359,905.00	
	c. Total/Net OPEB liability (Line 4a minus Line 4b) d. Is total OPEB liability based on the district's estimate	-	263,784,408.00	
	or an actuarial valuation?		Actuarial	
	e. If based on an actuarial valuation, indicate the measurement date		7.000.101	
	of the OPEB valuation		6/30/2022	
		L		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
5.	OPEB Contributions	(2025-26)	(2026-27)	(2027-28)
	a. OPEB actuarially determined contribution (ADC), if available, per			
	actuarial valuation or Alternative Measurement	04.404.070.00	04.404.070.00	04 404 070 00
	Method	24,494,972.00	24,494,972.00	24,494,972.00
	 DPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752) 	31,314,490.40	28,080,859.00	28,080,859.00
	c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	20,676,474.00	21,400,566.00	22,328,010.00
	d. Number of retirees receiving OPEB benefits	3,903.00	3,903.00	3,903.00
	'			

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DATA ENTRY: Click the appropriate button in item	1 and enter data in all other applicable items	there are no extractions in this section.

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

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
 - b. Unfunded liability for self-insurance programs

17,025,655.95
17,025,655.95

- Self-Insurance Contributions
 - a. Required contribution (funding) for self-insurance programs
 - b. Amount contributed (funded) for self-insurance programs

Budget Year	1st Subsequent Year	2nd Subsequent Year	
(2025-26)	(2026-27)	(2027-28)	
17,025,655.95	17,025,655.95	17,025,655.95	
17,025,655.95	17,025,655.95	17,025,655.95	

2025-26 Budget, July 1 General Fund School District Criteria and Standards Review

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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.

	superintendent.				
S8A. Cos	t Analysis of District's Labor Agreements - C	Certificated (Non-management) Emp	oyees		
DATA EN	TRY: Enter all applicable data items; there are no	extractions in this section.			
		Prior Year (2nd Interim)	Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2024-25)	(2025-26)	(2026-27)	(2027-28)
	f certificated (non-management) full - time - t(FTE) positions	2,388	2,446	2,381	2,322
			Г		
	ed (Non-management) Salary and Benefit Ne	-		N-	
1.	Are salary and benefit negotiations settled for	• •	<u> </u>	No	
		If Yes, and the corresponding public been filed with the COE, complete q			
		If Yes, and the corresponding public not been filed with the COE, comple			
		If No, identify the unsettled negotia	tions including any prior year un	settled negotiations and then com	plete questions 6 and 7.
		N/A			
Negotiatio	ons Settled				
2a.	Per Government Code Section 3547.5(a), date	e of public disclosure board meeting:			
2b.	Per Government Code Section 3547.5(b), was	the agreement certified			
	by the district superintendent and chief busine	ess official?			
		If Yes, date of Superintendent and 0	CBO certification:		
3.	Per Government Code Section 3547.5(c), was	s a budget revision adopted			
	to meet the costs of the agreement?				
		If Yes, date of budget revision boar	d adoption:		
4.	Period covered by the agreement:	Begin Date:		End Date:	
5.	Salary settlement:	- L	Budget Year	1st Subsequent Year	2nd Subsequent Year
	•		(2025-26)	(2026-27)	(2027-28)
	Is the cost of salary settlement included in th	e budget and multivear	(3 3 3)		
	projections (MYPs)?				
	p ,	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")			

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	Identify the source of funding	ng that will be used to support multiy ear	salary commitments:	
Negotiatio	ons Not Settled			
6.	Cost of a one percent increase in salary and statutory benefits		7	
0.	obst of a one percent increase in salary and statutory benefits	Budget Year	 1st Subsequent Year	2nd Subsequent Year
		(2025-26)	(2026-27)	(2027-28)
7.	Amount included for any tentative salary schedule increases	(2023-20)	(2020-21)	(2021-20)
7.	Amount included for any tentative salary schedule incleases	Dudget Vere	4-t Oute-sevent Vess	2nd Subsequent Year
		Budget Year	1st Subsequent Year	•
Certifica	ted (Non-management) Health and Welfare (H&W) Benefits	(2025-26)	(2026-27)	(2027-28)
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			
	ted (Non-management) Prior Year Settlements			
	new costs from prior year settlements included in the budget?			
rac uny i	If Yes, amount of new costs included in the budget and MYPs			
	If Yes, explain the nature of the new costs:			
	17 CO, CAPIGNIT THE HILLIER OF THE HOW COOLS.			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Certifica	ted (Non-management) Step and Column Adjustments	(2025-26)	(2026-27)	(2027-28)
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			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Certifica	ted (Non-management) Attrition (layoffs and retirements)	(2025-26)	(2026-27)	(2027-28)
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	Lin		
	the budget and MYPs?	·		
Certifica	ted (Non-management) - Other			
List other	significant contract changes and the cost impact of each change (i.e., class si	ize, hours of employment, leave of abse	ence, bonuses, etc.):	
		<u> </u>		

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Negotiati	ons Not Settled			
6.	Cost of a one percent increase in salary and statutory benefits			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2025-26)	(2026-27)	(2027-28)
7.	Amount included for any tentative salary schedule increases			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Classifie	ed (Non-management) Health and Welfare (H&W) Benefits	(2025-26)	(2026-27)	(2027-28)
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			
Classifie	ed (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:	•	•	
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Classifia	ed (Non-management) Step and Column Adjustments	(2025-26)	(2026-27)	(2027-28)
Olassiii	to (Non-management) step and obtainin Adjustments	(2020-20)	(2020-21)	(2021-20)
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			
		Budget Year	1st Subsequent Year	2nd Subsequent Year
Classifia	ed (Non-management) Attrition (layoffs and retirements)	(2025-26)	(2026-27)	(2027-28)
Olassiii	to (Non-management) Author (layons and rothements)	(2020-20)	(2020-21)	(2021-20)
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?			
			'	
	ed (Non-management) - Other			
List othe	r significant contract changes and the cost impact of each change (i.e., hours of em	ployment, leave of absence, bonu	ses, etc.):	

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S8C. Cos	t Analysis of District's Labor Agreements - Ma	anagement/Supervisor/Confidentia	l Employees		
DATA ENT	TRY: Enter all applicable data items; there are no	extractions in this section.			
		Prior Year (2nd Interim)	Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2024-25)	(2025-26)	(2026-27)	(2027-28)
Number of positions	f management, supervisor, and confidential FTE	338	314	314	314
positions		330	314	314	314
Managem	ent/Supervisor/Confidential				
Salary an	d Benefit Negotiations				
1.	Are salary and benefit negotiations settled for	the budget year?		N/A	
		If Yes, complete question 2.	<u> </u>		
		If No, identify the unsettled negotiat	ions including any prior year uns	ettled negotiations and then com	plete questions 3 and 4.
	L	If n/a, skip the remainder of Section	S8C		
Negotiatio	ns Settled	Thru, only the following of Section			
2.	Salary settlement:		Budget Year	1st Subsequent Year	2nd Subsequent Year
	calary contamona		(2025-26)	(2026-27)	(2027-28)
	Is the cost of salary settlement included in the	budget and multivear	(2020 20)	(2020 27)	(2021 20)
	projections (MYPs)?	badget and manny our	No	No	No
	projections (iii. 1 c).	Total cost of salary settlement		110	
		% change in salary schedule from			
		prior year (may enter text, such as "Reopener")			
Negotiatio	ns Not Settled				
3.	Cost of a one percent increase in salary and so	tatutory benefits			
			Budget Year	1st Subsequent Year	2nd Subsequent Year
			(2025-26)	(2026-27)	(2027-28)
4.	Amount included for any tentative salary sche	dule increases			
Managem	ent/Supervisor/Confidential		Budget Year	1st Subsequent Year	2nd Subsequent Year
Health an	d Welfare (H&W) Benefits		(2025-26)	(2026-27)	(2027-28)
1.	Are costs of H&W benefit changes included in	the budget and MYPs?	No	No	No
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 pri	ior y ear			
Managem	ent/Supervisor/Confidential		Budget Year	1st Subsequent Year	2nd Subsequent Year
Step and	Column Adjustments		(2025-26)	(2026-27)	(2027-28)
1.	Are step & column adjustments included in the	budget and MYPs?	No	No	No
2.	Cost of step and column adjustments		-	-	
3.	Percent change in step & column over prior year	ar			
	ent/Supervisor/Confidential		Budget Year	1st Subsequent Year	2nd Subsequent Year
•	nefits (mileage, bonuses, etc.)		(2025-26)	(2026-27)	(2027-28)
			. ,	. ,	. ,
1.	Are costs of other benefits included in the budg	get and MYPs?	No	No	No

Total cost of other benefits

Percent change in cost of other benefits over prior year

2.

3.

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S9. Local Control and Accountability Plan (LCAP)

 $Confirm\ that\ the\ school\ district's\ gov\ erning\ board\ has\ adopted\ an\ LCAP\ or\ an\ update\ to\ the\ LCAP\ effectiv\ e\ for\ the\ budget\ y\ ear.$

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?
- 2. Adoption date of the LCAP or an update to the LCAP.

Yes Jun 05, 2025

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?

Ye	es

2025-26 Budget, July 1 General Fund School District Criteria and Standards Review

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ADDITIONAL	FISCAL	INDICATORS

may alert th	g fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicate e reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items ased 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?	No	
A2.	Is the system of personnel position control independent from the payroll system?		
		Yes	
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	No	
	are expected to exceed the projected state funded cost-of-living adjustment?		1
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or		
	retired employ ees?	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)	
.,	
	Į.

End of School District Budget Criteria and Standards Review

Budget, July 1 2024-25 Estimated Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

	ı	Funds 01, 09, and 62	2	2024-25 Expenditures
Section I - Expenditures	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	827,756,171.69
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	45,258,081.31
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	223,892.91
2. Capital Outlay	All except 7100- 7199	All except 5000- 5999	6000-6999 except 6600, 6700, 6910, 6920	6,689,301.05
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	10,535.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	4,487,345.46
		9100	7699	
6. All Other Financing Uses	All	9200	7651	0.00
7. Nonagency	7100-7199	All except 5000- 5999, 9000-9999	1000-7999	1,411.65
Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster		Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.		
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)		2, 0. 00, 2., 0. 52.		
D. Plus additional MOE expenditures:				
Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000- 8699	2,797,188.28
2. Expenditures to cover deficits for student body activities	Manually entered	. Must not include exp A or D1.	penditures in lines	
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				773,882,792.59
Section II - Expenditures Per ADA				2024-25 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)				34,853.53
B. Expenditures per ADA (Line I.E divided by Line II.A)				22,203.86
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		Tot	al	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)			562,226,200.30	15,965.68
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)			0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)			562,226,200.30	15,965.68
B. Required effort (Line A.2 times 90%)			506,003,580.27	14,369.11
C. Current year expenditures (Line I.E and Line II.B)			773,882,792.59	22,203.86
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)			0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)			MOE Met	

Budget, July 1 2024-25 Estimated Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2026-27 may be reduced by the lower of the two percentages)	0.00%	0.00%
SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Budget, July 1 2024-25 Estimated Actuals Indirect Cost Rate Worksheet

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Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

 Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000)

14,720,554.83

- 2. Contracted general administrative positions not paid through pay roll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

ъ с.	alarias and Danafita	All Other Activities			
	1				

B. Salaries and Benefits - All Other Activities

Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
 (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

633.198.603.66

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

2 32%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

Entry required

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

 Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)

14,150,386.12

 Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)

6,754,882.64

California Dept of Education SACS Financial Reporting Software - SACS V12 File: ICR, Version 9

Budget, July 1 2024-25 Estimated Actuals Indirect Cost Rate Worksheet

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3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	1,564,906.35
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	1,236.93
7. Adjustment for Employment Separation Costs	<u> </u>
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	22,471,412.04
9. Carry-Forward Adjustment (Part IV, Line F)	(9,176,582.30)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	13,294,829.74
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	379,238,954.52
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	188,583,177.41
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	60,702,775.91
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	4,832,107.80
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	223,892.91
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	25,000.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	6,217,617.39
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	978,191.32
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	17,082.91
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	65,887,953.67
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	58,328.91
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	7,025,220.18
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	16,085,895.78
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	26,847,818.77
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	756,724,017.48
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	2.97%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2026-27 see www.cde.ca.gov/fg/ac/ic)	. ==
(Line A10 divided by Line B19)	1.76%
Part IV - Carry-forward Adjustment	

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

Budget, July 1 2024-25 Estimated Actuals Indirect Cost Rate Worksheet

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the	
approv ed rate was based.	
Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for	
use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs,	
or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than	
the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.	
A. Indirect costs incurred in the current year (Part III, Line A8)	22,471,412.04
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	2,328,914.04
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect	
cost rate (4.49%) times Part III, Line B19); zero if negative	0.00
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of	
(approved indirect cost rate (4.49%) times Part III, Line B19) or (the highest rate used to	
recover costs from any program (4.52%) times Part III, Line B19); zero if positive	(9,176,582.30)
D. Preliminary carry-forward adjustment (Line C1 or C2)	(9,176,582.30)
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which	
the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that	
the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more	
than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward	
adjustment is applied to the current year calculation:	1.76%
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward	
adjustment (\$-4588291.15) is applied to the current year calculation and the remainder	
(\$-4588291.15) is deferred to one or more future years:	2.36%
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward	
adjustment (\$-3058860.77) is applied to the current year calculation and the remainder	
(\$-6117721.53) is deferred to one or more future years:	2.57%
LEA request for Option 1, Option 2, or Option 3	
	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if	
Option 2 or Option 3 is selected)	(9,176,582.30)

Budget, July 1 2024-25 Estimated Actuals Exhibit A: Indirect Cost Rates Charged to Programs

Approv ed indirect cost

rate: 4.49%

Highest rate used in any program: 4.52%

Note: In one or more resources, the rate

			resources, used is grea the approv	ter than
Fund	Resource	Eligible Expenditures (Objects 1000- 5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	10,261,962.00	457,576.01	4.46%
01	3182	749,575.11	33,655.92	4.49%
01	3225	514,557.27	23,238.68	4.52%
01	3227	35,030.00	1,572.85	4.49%
01	3310	6,661,784.51	299,114.12	4.49%
01	3311	132,668.10	5,956.80	4.49%
01	3312	289,414.99	12,994.73	4.49%
01	3315	205,935.46	9,246.50	4.49%
01	3386	4,985.32	223.84	4.49%
01	3395	232.86	10.46	4.49%
01	3410	239,658.79	10,760.68	4.49%
01	3550	452,948.05	20,337.37	4.49%
01	4035	2,463,435.30	110,608.25	4.49%
01	4124	1,923,341.35	86,358.03	4.49%
01	4127	1,647,003.08	73,950.44	4.49%
01	4201	1,197.13	53.75	4.49%
01	4203	768,918.85	34,524.45	4.49%
01	5634	100,107.58	4,494.83	4.49%
01	5810	929,687.20	40,130.70	4.32%
01	6010	1,951,751.41	87,633.64	4.49%
01	6266	1,965,610.29	88,255.90	4.49%
01	6332	4,095,141.57	183,871.86	4.49%
01	6378	34,289.82	1,539.61	4.49%
01	6385	68,720.23	3,085.54	4.49%
01	6388	237,287.91	10,654.23	4.49%
01	6500	104,648,394.96	4,698,712.94	4.49%
01	6520	411,351.95	18,469.70	4.49%
01	6546	1,940,958.94	87,149.06	4.49%
01	6547	3,830,004.02	171,967.18	4.49%
01	6695	435,995.80	19,576.21	4.49%
01	6770	3,651,962.46	36,519.62	1.00%
01	7085	488,596.08	21,937.96	4.49%
01	7220	651,144.05	29,236.36	4.49%
01	7311	3,344.62	150.17	4.49%
01	7339	84,396.09	3,789.38	4.49%
01	7399	1,077,428.92	48,376.56	4.49%

Budget, July 1 2024-25 Estimated Actuals Exhibit A: Indirect Cost Rates Charged to Programs

	ambit A. maneet cost rates charged to Frograms		OOD WOTOKIIT	2020-20)
01	7412	794,016.69	35,651.35	4.49%
01	7413	74,167.89	3,330.14	4.49%
01	7435	37,254,439.65	1,672,724.34	4.49%
01	7810	752,990.57	32,656.73	4.34%
01	8150	19,262,996.73	787,856.57	4.09%
01	9010	2,494,547.02	31,347.83	1.26%
09	2600	1,101,807.44	49,471.15	4.49%
09	6053	51,724.50	2,216.03	4.28%
09	6266	72,712.73	3,264.80	4.49%
09	6762	202,940.56	9,112.03	4.49%
09	6770	70,807.18	708.07	1.00%
09	7339	129,512.01	5,815.09	4.49%
09	7399	40,960.00	1,839.10	4.49%
09	7412	93,165.18	4,183.12	4.49%
09	7413	55,012.33	2,470.05	4.49%
09	7435	173,700.45	7,799.15	4.49%
11	3555	28,542.89	893.43	3.13%
11	5810	544,923.50	24,467.06	4.49%
11	6391	1,506,239.07	67,630.13	4.49%
11	9010	1,976,382.59	86,368.67	4.37%
12	5025	784,878.92	35,241.06	4.49%
12	5050	4,009.29	180.02	4.49%
12	5160	48,018.17	2,156.02	4.49%
12	5210	6,939,175.91	311,568.99	4.49%
12	6052	13,787.93	619.08	4.49%
12	6105	7,252,840.87	325,652.55	4.49%
12	6160	5,906.94	265.22	4.49%
12	9010	269,580.16	12,104.15	4.49%
13	5310	24,874,048.36	1,116,664.88	4.49%
13	5320	1,172,128.32	52,184.86	4.45%
13	5330	590,247.48	26,502.11	4.49%
13	7810	83,583.94	3,752.92	4.49%
13	9010	25,525.73	1,146.11	4.49%

Budget, July 1 2024-25 Estimated Actuals LOTTERY REPORT Revenues, Expenditures and

Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
Adjusted Beginning Fund Balance	9791-9795	0.00		1,896,814.49	1,896,814.49
2. State Lottery Revenue	8560	7,351,419.13		3,583,323.25	10,934,742.38
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Proceeds from SBITAs	8974	0.00		0.00	0.00
Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
7. Total Available (Sum Lines A1 through A6)		7,351,419.13	0.00	5,480,137.74	12,831,556.87
B. EXPENDITURES AND OTHER FINANCING USES					
Certificated Salaries	1000-1999	5,815,406.13		0.00	5,815,406.13
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employ ee Benefits	3000-3999	1,285,204.00		0.00	1,285,204.00
4. Books and Supplies	4000-4999	0.00		1,159,049.59	1,159,049.59
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			4,351.40	4,351.40
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			29,490.00	29,490.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		7,100,610.13	0.00	1,192,890.99	8,293,501.12
C. ENDING BALANCE (Must equal Line A7 minus Line B12)	979Z	250,809.00	0.00	4,287,246.75	4,538,055.75

D. COMMENTS:

No amounts budgeted in resource 6300 under any object 5000 accounts, error is invalid.

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

	Unrestricted G8B				•	
Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 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 Sources	8010-8099	485,862,174.00	1.75%	494,380,583.00	3.20%	510,199,348.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	12,464,964.11	0.00%	12,464,964.11	0.00%	12,464,964.11
4. Other Local Revenues	8600-8799	14,585,390.96	130.40%	33,605,390.96	-58.96%	13,792,454.65
5. Other Financing Sources						
a. Transfers In	8900-8929	3,755,880.00	0.00%	3,755,880.00	0.00%	3,755,880.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(147,081,944.23)	-1.53%	(144,834,870.05)	0.20%	(145,131,379.89)
6. Total (Sum lines A1 thru A5c)		369,586,464.84	8.06%	399,371,948.02	-1.07%	395,081,266.87
B. EXPENDITURES AND OTHER FINANCING USES						
Certificated Salaries						
a. Base Salaries				218,744,200.27		201,876,901.98
b. Step & Column Adjustment				3,235,822.00		3,111,306.00
c. Cost-of-Living Adjustment						0.00
d. Other Adjustments				(20,103,120.29)		(6,823,522.31)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	218,744,200.27	-7.71%	201,876,901.98	-1.84%	198,164,685.67
2. Classified Salaries						
a. Base Salaries				64,724,110.31		57,974,602.71
b. Step & Column Adjustment				453,069.00		456,240.25
c. Cost-of-Living Adjustment						
d. Other Adjustments				(7,202,576.60)		(127,689.01)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	64,724,110.31	-10.43%	57,974,602.71	0.57%	58,303,153.95
3. Employ ee Benefits	3000-3999	140,684,921.51	-5.76%	132,585,156.37	1.91%	135,119,399.44
4. Books and Supplies	4000-4999	7,804,267.28	-44.85%	4,304,267.28	0.00%	4,304,267.28
Services and Other Operating Expenditures	5000-5999	28,936,152.76	-27.13%	21,086,152.76	0.00%	21,086,152.76
6. Capital Outlay	6000-6999	1,684,908.88	0.00%	1,684,908.88	0.00%	1,684,908.88
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,378,467.00	0.00%	1,378,466.99	0.00%	1,378,467.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(12,953,967.38)	-5.78%	(12,205,419.89)	-1.34%	(12,042,117.23)
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)						
11. Total (Sum lines B1 thru B10)		451,003,060.63	-9.38%	408,685,037.08	-0.17%	407,998,917.75

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(81,416,595.79)		(9,313,089.06)		(12,917,650.88)
D. FUND BALANCE						
Net Beginning Fund Balance (Form 01, line F1e)		105,635,229.73		24,218,633.94		14,905,544.88
Ending Fund Balance (Sum lines C and D1)		24,218,633.94		14,905,544.88		1,987,894.00
Components of Ending Fund Balance						
a. Nonspendable	9710-9719	253,264.51		253,264.51		253,264.51
b. Restricted	9740					
c. Committed						
Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	15,822,735.00		14,324,685.22		14,522,358.44
2. Unassigned/Unappropriated	9790	8,142,634.43		327,595.15		(12,787,728.95)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		24,218,633.94		14,905,544.88		1,987,894.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	15,822,735.00		14,324,685.22		14,522,358.44
c. Unassigned/Unappropriated	9790	8,142,634.43		327,595.15		(12,787,728.95)
(Enter reserv e 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)		23,965,369.43		14,652,280.37		1,734,629.49

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 reductions in staffing to reflect the projected 5% enrollment decline in the out-years, as well as anticipated vacancy savings from positions that are historically difficult to fill

Budget, July 1 General Fund Multiyear Projections Restricted

		Restr		G8BWGY3RH7(2025-26				
Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 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 Sources	8010-8099	2,688,064.00	0.00%	2,688,064.00	0.00%	2,688,064.00		
2. Federal Revenues	8100-8299	52,969,002.84	-24.65%	39,910,920.67	0.00%	39,910,920.67		
3. Other State Revenues	8300-8599	116,141,142.11	-1.72%	114,147,432.13	0.00%	114,147,432.13		
4. Other Local Revenues	8600-8799	7,946,272.00	-0.86%	7,877,638.00	-0.80%	7,814,488.00		
5. Other Financing Sources								
a. Transfers In	8900-8929	0.00	0.00%		0.00%			
b. Other Sources	8930-8979	0.00	0.00%		0.00%			
c. Contributions	8980-8999	147,081,944.23	-1.53%	144,834,870.05	0.20%	145,131,380.05		
6. Total (Sum lines A1 thru A5c)		326,826,425.18	-5.31%	309,458,924.85	0.08%	309,692,284.85		
B. EXPENDITURES AND OTHER FINANCING USES								
Certificated Salaries								
a. Base Salaries				89,182,004.10		86,236,842.70		
b. Step & Column Adjustment				1,248,548.06		670,510.00		
c. Cost-of-Living Adjustment								
d. Other Adjustments				(4,193,709.46)		(1,688,588.57)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	89,182,004.10	-3.30%	86,236,842.70	-1.18%	85,218,764.13		
2. Classified Salaries								
a. Base Salaries				55,539,782.10		54,256,285.09		
b. Step & Column Adjustment				379,793.94		379,794.00		
c. Cost-of-Living Adjustment				(1,663,290.95)				
d. Other Adjustments						(252,825.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	55,539,782.10	-2.31%	54,256,285.09	0.23%	54,383,254.09		
3. Employ ee Benefits	3000-3999	123,549,803.93	-8.67%	112,839,831.29	-0.83%	111,904,216.01		
4. Books and Supplies	4000-4999	19,207,716.20	-32.91%	12,885,545.65	-7.53%	11,914,774.80		
Services and Other Operating Expenditures	5000-5999	34,865,143.54	-19.32%	28,129,648.92	50.53%	42,344,795.97		
6. Capital Outlay	6000-6999	7,069,360.89	-54.31%	3,229,757.82	-21.20%	2,545,189.90		
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	10,719,859.71	-6.98%	9,971,312.58	-1.64%	9,808,010.15		
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)								
11. Total (Sum lines B1 thru B10)		340,133,670.47	-9.58%	307,549,224.05	3.44%	318,119,005.05		
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(13,307,245.29)		1,909,700.80		(8,426,720.20)		
		· ' I						

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
Net Beginning Fund Balance (Form 01, line F1e)		89,749,302.26		76,442,056.97		78,351,757.77
Ending Fund Balance (Sum lines C and D1)		76,442,056.97		78,351,757.77		69,925,037.57
Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	76,442,056.97		78,351,757.77		69,925,037.57
c. Committed						
Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		76,442,056.97		78,351,757.77		69,925,037.57
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.)						
Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for EconomicUncertainties	9789					
c. Unassigned/Unappropriated	9790					
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 include staff reductions associated with expiring grants, as well as staffing alignments based on projected funding levels.

Budget, July 1 General Fund Multiyear Projections Unrestricted/Restricted

Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A)	2026-27 Projection	% Change	2027-28
		(B)	(C)	(Cols. E-C/C) (D)	Projection (E)
3010-8099	488,550,238.00	1.74%	497,068,647.00	3.18%	512,887,412.00
3100-8299	52,969,002.84	-24.65%	39,910,920.67	0.00%	39,910,920.67
3300-8599	128,606,106.22	-1.55%	126,612,396.24	0.00%	126,612,396.24
3600-8799	22,531,662.96	84.11%	41,483,028.96	-47.91%	21,606,942.65
3900-8929	3,755,880.00	0.00%	3,755,880.00	0.00%	3,755,880.00
3930-8979	0.00	0.00%	0.00	0.00%	0.00
3980-8999	0.00	0.00%	0.00	0.00%	.16
	696,412,890.02	1.78%	708,830,872.87	-0.57%	704,773,551.72
			307,926,204.37		288,113,744.68
			4,484,370.06		3,781,816.00
			0.00		0.00
			(24,296,829.75)		(8,512,110.88)
1000-1999	307,926,204.37	-6.43%	288,113,744.68	-1.64%	283,383,449.80
			120,263,892.41		112,230,887.80
			832,862.94		836,034.25
			(1,663,290.95)		0.00
			(7,202,576.60)		(380,514.01)
2000-2999	120,263,892.41	-6.68%	112,230,887.80	0.41%	112,686,408.04
3000-3999	264,234,725.44	-7.12%	245,424,987.66	0.65%	247,023,615.45
1000-4999	27,011,983.48	-36.36%	17,189,812.93	-5.65%	16,219,042.08
5000-5999	63,801,296.30	-22.86%	49,215,801.68	28.88%	63,430,948.73
6000-6999	8,754,269.77	-43.86%	4,914,666.70	-13.93%	4,230,098.78
299, 7400-7499	1,378,467.00	0.00%	1,378,466.99	0.00%	1,378,467.00
7300-7399	(2,234,107.67)	0.00%	(2,234,107.31)	0.00%	(2,234,107.08)
7600-7629	0.00	0.00%	0.00	0.00%	0.00
7630-7699	0.00	0.00%	0.00	0.00%	0.00
			0.00		0.00
	791,136,731.10	-9.47%	716,234,261.13	1.38%	726,117,922.80
	(94,723,841.08)		(7,403,388.26)		(21,344,371.08)
	100-8299 1300-8599 1600-8799 1900-8929 1930-8979 1980-8999 1900-1999 1900-2999 1900-3999 1900-4999 1900-5999 1900-6999 1900-7499 1900-7499	300-8299 52,969,002.84 3300-8599 128,606,106.22 3600-8799 22,531,662.96 3900-8929 3,755,880.00 3930-8979 0.00 3980-8999 0.00 696,412,890.02 3000-2999 120,263,892.41 3000-3999 264,234,725.44 27,011,983.48 27,011,983.48 3000-5999 63,801,296.30 3000-6999 8,754,269.77 299, 7400-7499 1,378,467.00 (300-7399 (2,234,107.67) (600-7629 0.00 (630-7699 0.00 791,136,731.10	100-8299	1000-2999	1000-2999

			a/Restrictea			BWG13RH7(2025-26)
Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
D. FUND BALANCE						
Net Beginning Fund Balance (Form 01, line F1e)		195,384,531.99		100,660,690.91		93,257,302.65
2. Ending Fund Balance (Sum lines C and D1)		100,660,690.91		93,257,302.65		71,912,931.57
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	253,264.51		253,264.51		253,264.51
b. Restricted	9740	76,442,056.97		78,351,757.77		69,925,037.57
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	15,822,735.00		14,324,685.22		14,522,358.44
Unassigned/Unappropriated	9790	8,142,634.43		327,595.15		(12,787,728.95)
f. Total Components of Ending Fund Balance (Line D3f must		5,,		321,333113		(-=,: -:,: ==::-,
agree with line D2)		100,660,690.91		93,257,302.65		71,912,931.57
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for EconomicUncertainties	9789	15,822,735.00		14,324,685.22		14,522,358.44
c. Unassigned/Unappropriated	9790	8,142,634.43		327,595.15		(12,787,728.95)
 d. Negative Restricted Ending Balances (Negative resources 2000-9999) 	979Z			0.00		0.00
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
Total Available Reserves - by Amount (Sum lines E1a thru E2c)		23,965,369.43		14,652,280.37		1,734,629.49
4. Total Available Reserves - by Percent (Line E3 divided by Line						
F3c)		3.03%		2.05%		0.24%
F. RECOMMENDED RESERVES						
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					

Budget, July 1 General Fund Multiyear Projections Unrestricted/Restricted

Description	Object Codes	2025-26 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
Enter the name(s) of the SELPA(s):						
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		0.00		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)		34,686.75		34,518.35		34,350.87
Calculating the Reserves		31,33311		5 1,5 1 2 1		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
a. Expenditures and Other Financing Uses (Line B11)		791,136,731.10		716,234,261.13		726,117,922.80
 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) 		791,136,731.10		716,234,261.13		726,117,922.80
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)		15,822,734.62		14,324,685.22		14,522,358.46
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)		15,822,734.62		14,324,685.22		14,522,358.46
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		NO

2025-26 Proposed Budget Multi-Year Projections

	2025-26	Proposed B	udget	202	26-27 Projecti	on	2027-28 Projection				
Description	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined		
REVENUE AND OTHER FINANCING SOURCES											
LCFF/Revenue Limit Sources	485.862.174	2.688.064	488.550.238	494,380,583	2.688.064	497.068.647	510.199.348	2.688.064	512.887.412		
Federal Revenues		52.969.003	52.969.003	_	39.910.921	39.910.921	_	39.910.921	39.910.921		
Other State Revenues	12,464,964	116,141,142	128,606,106	12,464,964	114,147,432	126,612,396	12,464,964	114,147,432	126,612,396		
Other Local Revenues	14,585,391	7,946,272	22,531,663	33,605,391	7,877,638	41,483,029	13,792,455	7,814,488	21,606,943		
TOTAL REVENUES	512,912,529	179,744,481	692,657,010	540,450,938	164,624,055	705,074,993	536,456,767	164,560,905	701,017,672		
EXPENDITURE AND OTHER FINANCING SOURCES											
Certificated Salaries	218,744,200	89,182,004	307,926,204	201,876,902	86,236,843	288,113,745	198,164,686	85,218,764	283,383,450		
Classified Salaries	64,724,110	55,539,782	120,263,892	57,974,603	54,256,285	112,230,888	58,303,154	54,383,254	112,686,408		
Employee Benefits	140,684,922	123,549,804	264,234,725	132,585,156	112,839,831	245,424,988	135,119,399	111,904,216	247,023,615		
Books & Supplies	7,804,267	19,207,717	27,011,985	4,304,267	12,885,546	17,189,813	4,304,267	11,914,775	16,219,042		
Services & Other Operating Expenses	28,936,153	34,865,144	63,801,296	21,086,153	28,129,649	49,215,802	21,086,153	42,344,796	63,430,949		
Capital Outlay	1,684,909	7,069,361	8,754,270	1,684,909	3,229,758	4,914,667	1,684,909	2,545,190	4,230,099		
Other Outgo (excluding Indirect Costs)	1,378,467	-	1,378,467	1,378,467	-	1,378,467	1,378,467	-	1,378,467		
Other Outgo - Indirect Costs	(12,953,967)	10,719,860	(2,234,108)	(12,205,420)	9,971,312	(2,234,108)	(12,042,117)	9,808,010	(2,234,108)		
TOTAL EXPENDITURES	451,003,061	340,133,672	791,136,732	408,685,037	307,549,224	716,234,261	407,998,918	318,119,004	726,117,922		
EXCESS (DEFICIENCY) OF REVENUES OVER											
EXPENDITURES BEFORE OTHER FINANCING											
SOURCES AND USES	61,909,468	(160,389,191)	(98,479,722)	131,765,901	(142,925,169)	(11,159,268)	128,457,849	(153,558,099)	(25,100,250)		
OTHER FINANCING SOURCES/USES											
Interfund Transfers											
Transfers In	3,755,880	-	3,755,880	3,755,880	-	3,755,880	3,755,880	-	3,755,880		
Transfers Out	-		-	-		-	-		-		
Contributions	(147,081,944)	147,081,944	-	(144,834,870)	144,834,870	-	(145,131,380)	145,131,380	-		
TOTAL, OTHER FINANCING SOURCES/USES	(143,326,064)	147,081,944	3,755,880	(141,078,990)	144,834,870	3,755,880	(141,375,500)	145,131,380	3,755,880		
NET INCREASE (DECREASE) IN FUND BALANCE	(81,416,596)	(13,307,246)	(94,723,842)	(9,313,089)	1,909,701	(7,403,388)	(12,917,651)	(8,426,719)	(21,344,370)		
FUND BALANCE, RESERVES											
Beginning Fund Balance	105,635,230	89,749,302	195,384,532	24,218,634	76,442,056	100,660,690	14,905,545	78,351,757	93,257,302		
Ending Fund Balance	24,218,634	76,442,056	100,660,690	14,905,545	78,351,757	93,257,302	1,987,894	69,925,037	71,912,931		
Components of Ending Fund Balance:											
Non-spendable-Revolving Cash	150,000	-	150,000	150,000	-	150,000	150,000		150,000		
Stores	103,265		103,265	103,265		103,265	103,265		103,265		
Restricted		76,442,056	76,442,056		78,351,757	78,351,757		69,925,037	69,925,037		
Reserve for Economic Uncertainties	15,822,735	-	15,822,735	14,324,685	-	14,324,685	14,522,358		14,522,358		
Unassigned/Unappropriated	8,142,635	-	8,142,635	327,595	-	327,595	(12,787,729)	-	(12,787,729)		
Unappropriated Percent			1.029%			0.046%			-1.761%		

Sacramento City Unified School District 2025-26 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	174,896,887	174,896,887	179,361,456	186,526,410	203,281,282	176,601,061	154,295,070	163,845,695	201,594,823	218,095,357	224,120,034	225,446,169	243,035,008			\$ -	\$ -
B. RECEIPTS																		
LCFF Revenue Sources																		
Principal Apportionment	8010-8019		14,547,332	14,547,332	43,658,544	26,185,197	26,185,197	43,658,544	26,185,197	42,433,929	59,907,275	42,433,929	42,433,929	(18,648,317)	-	-	\$ 363,528,088	\$ 363,528,088
Property Taxes	8020-8079		-	-	(7)	37,766	-	994,833	52,628,395	24,325,699	7,685,932	19,939,658	18,290,187	19,147,150	-	-	\$ 143,049,613	\$ 143,049,613
Miscellaneous Funds	8080-8099		-	68,924	(1,322,807)	(539,726)	(2,960,521)	(1,220,665)	6,371	(154,707)	(2,099,958)	(723,745)	(96,324)	(3,644,416)	(5,339,889)	-	\$ (18,027,463)	\$ (18,027,463
Federal Revenues	8100-8299		1,628,645	2,254,902	294,879	2,476,096	1,526,103	2,338,506	699,739	2,633,433	858,412	3,625,155	1,994,916	5,569,134	27,069,083	-	\$ 52,969,003	\$ 52,969,003
Other State Revenues	8300-8599		10,209,245	6,123,636	8,094,354	7,134,048	7,598,724	21,998,898	9,599,274	5,637,223	7,541,839	3,062,094	13,351,771	7,512,540	(9,645,725)	30,388,186	\$ 128,606,106	\$ 128,606,106
Other Local Revenues	8600-8799		2,873,007	1,798,425	628,013	1,839,759	722,138	1,568,769	2,705,378	2,424,532	320,120	2,733,003	(1,415,413)	(1,347,108)	7,681,040	-	\$ 22,531,663	\$ 22,531,663
Interfund Transfers In	8910-8929		-	-	-	-	-	-		-	49,193	49,193	157,646	2,270,572	1,229,276	-	\$ 3,755,880	\$ 3,755,880
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Undefined Objects															-		\$ -	\$ -
TOTAL RECEIPTS			29,258,229	24,793,219	51,352,976	37,133,140	33,071,641	69,338,885	91,824,355	77,300,108	74,262,815	71,119,287	74,716,711	10,859,554	20,993,785	30,388,186	696,412,890	696,412,890
C. DISBURSEMENTS																1	1	
Certificated Salaries	1000-1999		2,072,857	5,098,775	17,706,384	32,481,166	28,005,275	26,573,714	26,701,710	26,976,833	27,675,744	29,879,603	20,240,913	39,562,390	24,950,840	\$ -	\$ 307,926,204	\$ 307,926,204
Classified Salaries	2000-2999		4,212,206	5,846,956	7,738,660	8,628,353	8,368,198	9,836,714	11,984,734	9,137,274	10,640,631	8,832,590	6,578,758	18,760,067	9,698,746	\$ -	\$ 120,263,889	\$ 120,263,892
Employee Benefits	3000-3999		3,691,477	5,196,749	14,922,721	21,503,864	20,130,682	19,974,054	21,362,606	20,713,802	22,007,251	22,193,336	20,330,703	23,967,270	17,852,026	\$ 30,388,186	\$ 264,234,725	\$ 264,234,725
Books and Supplies	4000-4999		504,537	269,487	445,590	460,805	628,162	397,233	963,053	1,151,398	682,082	697,355	2,022,740	3,113,504	15,676,040	\$ -	\$ 27,011,985	\$ 27,011,985
Services	5000-5999		313,380	1,719,393	1,864,074	3,179,183	3,214,478	3,465,171	3,601,990	3,901,408	4,608,169	5,106,504	4,310,145	9,702,670	18,814,731	\$ -	\$ 63,801,296	\$ 63,801,296
Capital Outlay	6000-6599		78,351	1,236,084	457,195	516,594	549,474	298,657	227,248	226,336	429,765	366,268	240,201	672,435	3,455,662	\$ -	\$ 8,754,270	\$ 8,754,270
Other Outgo	7000-7499		(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(0)	\$ -	\$ (855,641)) \$ (855,641
Interfund Transfers Out	7600-7629		-	-	- 1	-	-	-	-	-	-	-	-	-	- '	\$ -	\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-		-	\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS D. BALANCE SHEET ITEMS		-	10,801,505	19,296,141	43,063,319	66,698,663	60,824,965	60,474,240	64,770,038	62,035,747	65,972,338	67,004,353	53,652,156	95,707,032	90,448,046	30,388,186	791,136,729	791,136,732
Assets and Deferred Outflows		-																
Cash Not In Treasury	9111-9199	150,000	92,498	3,018	3,734	3,773	8,081	(6,404)	10,387	(5,600)	69,745	15,840	31,895	(76,967)			\$ 150,000	-
Accounts Receivable	9200-9299	39,922,905	1,307,394	7,906,280	10,396,976	2,545,821	5,919,750	588,831	7,759,841	2,929,232	2,693,890	2,487,775	(16,308)	(4,596,577)			\$ 39,922,905	_
Due From Other Funds	9310	33,322,303	1,307,334	7,500,280	10,330,370	2,343,821	3,313,730	300,031	7,735,641	2,323,232	2,053,850	2,467,773	(10,308)	(4,350,377)			\$ 33,322,303	_
Stores	9320	103,265	-	(3,093)	(1,432)	(2,689)	(10,040)	35	(6,534)	(2,790)	3,105	2,183	(1,291)	125,810			\$ 103,265	-
Prepaid Expenditures	9330	103,203	-	(3,033)	(1,432)	(2,003)	(10,040)	33	(0,334)	(2,750)	3,103	2,103	(1,251)	123,810			\$ 103,203	
Other Current Assets	9340	-	-	-	-		-	-			-	-	-		-		ċ -	
Deferred Outflows of Resources	9490	+	-		-		-	-	-				-				ė -	
Undefined Objects	3430							_			-						\$ -	_
SUBTOTAL ASSETS		40.176.170	1.399.892	7.906.204	10.399.277	2.546.905	5.917.792	582.462	7.763.693	2.920.842	2.766.741	2.505.798	14.297	(4.547.734)	-	-	40.176.170	
Liabilities and Deferred Inflows		40,170,170	1,333,632	7,300,204	10,333,277	2,340,303	3,317,732	302,402	7,703,033	2,320,042	2,700,741	2,303,730	14,237	(4,547,754)	_		40,170,170	_
Accounts Payable	9500-9599	(42.140.032)	(15,392,048)	(6,238,329)	(1,934,061)	338,397	(470,459)	103,518	2,931,118	(1,684,668)	(5,032,541)	(5,294,597)	(3,490,012)	(5,976,349)	_		\$ (42.140.032)	1
Due To Other Funds	9610	(-2,140,032)	(15,552,040)	(0,230,323)	(1,554,001)	-	(470,433)	103,310	2,331,110	(2,504,000)	(3,332,341)	(3,234,337)	(5,-750,012)	(5,570,545)			\$ (-12,140,032)	
Current Loans	9640	-	-	-	-		-	-		-	-	-	-	-	-		\$ -	1
Unearned Revenues	9650	-	-	-	-		-	-	-			-					ė -	
Deferred Inflows of Resources	9690	-	-	-	-	-		· ·	-	-	-	-	-	-	-	1	· ·	
Undefined Objects	3030		-		-	-	-				-	-	-	-	_	\$ -	· -	
SUBTOTAL LIABILITIES		(42,140,032)	(15,392,048)	(6,238,329)	(1,934,061)	338,397	(470,459)	103,518	2,931,118	(1,684,668)	(5,032,541)	(5,294,597)	(3,490,012)	(5,976,349)		, -	(42,140,032	3
Nonoperating		(42,140,032)	(13,332,048)	(0,230,329)	(1,554,001)	330,397	(470,459)	103,318	2,731,118	(1,004,008)	(3,032,341)	(3,434,337)	(3,450,012)	(3,370,349)	-		(42,140,032	
Suspense Clearing	9910															1	¢	
TOTAL BALANCE SHEET ITEMS	2210	(1,963,862)	(13,992,155)	1,667,876	8,465,216	2,885,302	5,447,332	685,980	10,694,811	1,236,174	(2,265,800)	(2,788,799)	(3,475,715)	(10,524,083)		-	(1,963,862)	<u> </u>
E. NET INCREASE/DECREASE B - C + D		(1,963,862)	4.464.569	7.164.954	16.754.872	(26.680.221)	(22,305,991)	9,550,625	37,749,128	16,500,535	6.024.677	1,326,135	17.588.839	(95,371,560)	(69,454,261)	-) \$ (94,723,842
L. INL I INCREMOE/ DECREMOE D - C + D		() , ,	4,404,309	, . ,	10,734,872	(20,000,221)	(22,303,391)	3,330,025	31,143,128	10,300,335	0,024,077	1,320,133	17,300,639	(22,371,360)	(03,434,201)		(30,007,701)	/ 4 (34,723,842
F. ENDING CASH (A + E)		172,933,025	179,361,456	186.526.410	203.281.282	176,601,061	154,295,070	163.845.695	201,594,823	218,095,357	224,120,034	225,446,169	243,035,008	147.663.448				

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Sacramento City Unified School District 2025-26 Adopted Budget Cash Flow Projections

							2026-	27 Cash Flow	Projection									
2026-27	Object	2026-27 Beginning Balance	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	May 2027	June 2027	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	147,663,448	147,663,448	136,904,567	145,624,869	173,568,481	158,780,860	148,256,731	163,698,838	220,357,981	232,146,412	228,866,743	222,918,863	227,533,944			\$ -	\$ -
B. RECEIPTS																		
LCFF Revenue Sources																		
Principal Apportionment	8010-8019		15,015,808	15,015,808	44,961,038	27,028,454	27,028,454	44,961,038	27,028,454	27,028,454	44,961,038	27,028,454	27,028,454	44,961,038	-	\$ -	\$ 372,046,497	\$ 372,046,497
Property Taxes	8020-8079		-	-	(7)	37,766	-	994,833	52,628,395	24,325,699	7,685,932	19,939,658	18,290,187	19,147,150	-	\$ -	\$ 143,049,613	\$ 143,049,613
Miscellaneous Funds	8080-8099		-	68,924	(1,322,807)	(539,726)	(2,960,521)	(1,220,665)	6,371	(154,707)	(2,099,958)	(723,745)	(96,324)	(3,644,416)	(5,339,889)	\$ -	\$ (18,027,463)	\$ (18,027,463)
Federal Revenues	8100-8299		1,227,147	1,699,016	222,184	1,865,681	1,149,883	1,762,010	527,237	1,984,231	646,794	2,731,471	1,503,123	4,196,214	20,395,929	\$ -	\$ 39,910,921	\$ 39,910,921
Other State Revenues	8300-8599		7,638,646	4,581,758	6,056,266	5,337,757	5,685,432	16,459,767	7,182,261	4,217,819	5,642,870	2,291,085	13,080,746	7,360,044	10,689,760	\$ 30,388,186	\$ 126,612,396	\$ 126,612,396
Other Local Revenues	8600-8799		5,289,492	3,311,079	1,156,235	3,387,179	1,329,527	2,888,260	4,980,869	4,463,804	589,372	5,031,730	(2,605,916)	(4,123,158)	15,784,555	\$ -	\$ 41,483,029	\$ 41,483,029
Interfund Transfers In	8910-8929		-	-	-	-	-	-		-	49,193	49,193	157,646	2,270,572	1,229,276	\$ -	\$ 3,755,880	\$ 3,755,880
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Undefined Objects															-		\$ -	\$ -
TOTAL RECEIPTS			29,171,092	24,676,585	51,072,909	37,117,112	32,232,776	65,845,243	92,353,588	61,865,301	57,475,243	56,347,847	57,357,916	70,167,444	42,759,631	30,388,186	708,830,873	708,830,873
C. DISBURSEMENTS		i																
Certificated Salaries	1000-1999		1.806.115	4,442,648	15,427,870	28,301,387	24,401,467	23,154,125	23,265,650	23,505,369	24,114,341	26,034,601	17,636,249	34.471.376	41.552.547	Ś -	\$ 288.113.745	\$ 288.113.745
Classified Salaries	2000-2999		3,649,499	5,065,864	6,704,855	7,475,695	7,250,293	8,522,631	10,383,698	7,916,629	9,219,153	7,652,648	5,699,904	16,253,917	16,436,101	\$ -	\$ 112,230,888	\$ 112,230,888
Employee Benefits	3000-3999		3,128,781	4,404,602	12,648,034	18,226,006	17.062.140	16,929,387	18.106.280	17,556,374	18,652,661	18.810.381	17.231.671	20,313,912	31,966,575	\$ 30.388.186	\$ 245,424,988	\$ 245,424,988
	4000-4999		321.076	171.495	283,563	293,246	399,748	252,790	612,865	732,723	434,061	443,781	1,287,225	1,981,363	9,975,876	\$ -	\$ 17.189.813	\$ 17,189,813
	5000-5999		241,739	1,326,326	1,437,931	2,452,396	2,479,622	2,673,005	2,778,546	3,009,514	3,554,704	3,939,116	3,324,811	7,484,561	14,513,531	\$ -	\$ 49,215,802	\$ 49,215,802
	6000-6599		43,986	693,940	256,670	290,017	308,476	167,667	127,577	127,066	241,271	205,624	134,850	377,506	1,940,017	\$ -	\$ 4,914,667	\$ 4,914,667
	7000-7499		(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(0)	\$ -	\$ (855,641)	\$ (855,641)
	7600-7629		(-2,000)	(-2,000)	(-2,000)	(,===)	(-2,000)	(,ccc)	(,,	(. 2,000)	(-2,000)	(-2,000)	-	(,,	-	\$ -	\$ -	\$ -
	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
7 in Other Financing Oses	7030 7033															Ť	Ÿ	Ÿ
TOTAL DISBURSEMENTS			9,119,893	16,033,573	36,687,621	56,967,443	51,830,443	51,628,301	55,203,313	52,776,371	56,144,888	57,014,847	45,243,406	80,811,332	116,384,646	30,388,186	716,234,262	716,234,262
D. BALANCE SHEET ITEMS			-															
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
Accounts Receivable	9200-9299	20,993,785	2,226,930	13,467,042	17,709,532	4,336,385	10,083,317	1,002,977	13,217,608	83,965	(39,791)	(148,178)	(8,576)	10,395,048	(51,332,475)		\$ 20,993,785	
Due From Other Funds	9310	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
Stores	9320	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
Prepaid Expenditures	9330	-	-	-	-	-	-	-		-	-	-	-	-	-		\$ -	
Other Current Assets	9340	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	
SUBTOTAL ASSETS		20,993,785	2,226,930	13,467,042	17,709,532	4,336,385	10,083,317	1,002,977	13,217,608	83,965	(39,791)	(148,178)	(8,576)	10,395,048	(51,332,475)	-	20,993,785	
Liabilities and Deferred Inflows																		
Accounts Payable	9500-9599	(90,448,046)	(33,037,010)	(13,389,753)	(4,151,208)	726,325	(1,009,779)	222,187	6,291,259	2,615,536	(4,570,232)	(5,132,702)	(7,490,853)	(31,521,816)	-		\$ (90,448,046)	
Due To Other Funds	9610	- 1	- 1	-	- 1	-	- '	-	-	-	- 1	- 1	- 1	-	-		\$ -	
Current Loans	9640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	İ	\$ -	
Unearned Revenues	9650	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-	-	1	\$ -	
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	
SUBTOTAL LIABILITIES		(90,448,046)	(33,037,010)	(13,389,753)	(4,151,208)	726,325	(1,009,779)	222,187	6,291,259	2,615,536	(4,570,232)	(5,132,702)	(7,490,853)	(31,521,816)	-	-	(90,448,046)	
				•			•					i i				İ		
Nonoperating																		
	9910	† †											- 1	-	-		\$ -	
Nonoperating	9910	(69,454,261)	(30,810,080)	77,289	13,558,324	5,062,710	9,073,538	1,225,164	19,508,867	2,699,502	(4,610,023)	(5,280,880)	(7,499,429)	(21,126,768)	(51,332,475)	-	(69,454,261)	
Nonoperating Suspense Clearing	9910	(69,454,261) (69,454,261)	(30,810,080) (10,758,881)	77,289 8,720,301	13,558,324 27,943,613	5,062,710 (14,787,622)	9,073,538 (10,524,129)	1,225,164 15,442,107	19,508,867 56,659,143	2,699,502 11,788,431	(4,610,023)	(5,280,880) (5,947,880)	(7,499,429) 4,615,081	(21,126,768)	(51,332,475) (124,957,490)	-	(69,454,261) (76,857,650)	\$ (7,403,389)
Nonoperating Suspense Clearing TOTAL BALANCE SHEET ITEMS	9910								.,,	,,.						-		\$ (7,403,389)

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Sacramento City Unified School District 2025-26 Adopted Budget Cash Flow Projections

							2027	-28 Cash Flow	Projection									
2027-28	Object	2027-28 Beginning Balance	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	January 2028	February 2028	March 2028	April 2028	May 2028	June 2028	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	195,763,288	195,763,288	170,383,887	157,771,903	162,601,828	137,876,710	111,799,369	121,935,640	159,449,318	166,240,260	158,031,031	144,384,716	145,109,859			\$ -	\$ -
B. RECEIPTS																		
LCF Revenue Sources																		
Principal Apportionment	8010-8019		15,703,062	15,703,062	46,716,518	28,265,511	28,265,511	46,716,518	28,265,511	28,265,511	46,716,518	28,265,511	28,265,511	46,716,518	-	-	\$ 387,865,262	\$ 387,865,262
Property Taxes	8020-8079		-	-	(7)	37,766	-	994,833	52,628,395	24,325,699	7,685,932	19,939,658	18,290,187	19,147,150	-	-	\$ 143,049,613	\$ 143,049,613
Miscellaneous Funds	8080-8099		-	68,924	(1,322,807)	(539,726)	(2,960,521)	(1,220,665)	6,371	(154,707)	(2,099,958)	(723,745)	(96,324)	(3,644,416)	(5,339,889)	-	\$ (18,027,463)	\$ (18,027,463)
Federal Revenues	8100-8299		1,227,147	1,699,016	222,184	1,865,681	1,149,883	1,762,010	527,237	1,984,231	646,794	2,731,471	1,503,123	4,196,214	20,395,929	-	\$ 39,910,921	\$ 39,910,921
Other State Revenues	8300-8599		7,638,646	4,581,758	6,056,266	5,337,757	5,685,432	16,459,767	7,182,261	4,217,819	5,642,870	2,291,085	13,080,746	7,360,044	10,689,760	30,388,186	\$ 126,612,396	\$ 126,612,396
Other Local Revenues	8600-8799		2,755,096	1,724,616	602,239	1,764,254	692,501	1,504,386	2,594,347	2,325,027	306,982	2,620,838	(1,357,323)	(2,147,598)	8,221,578	-	\$ 21,606,943	\$ 21,606,943
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	-	49,193	49,193	157,646	2,270,572	1,229,276	-	\$ 3,755,880	\$ 3,755,880
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Undefined Objects															-		\$ -	\$ -
TOTAL RECEIPTS			27,323,951	23,777,376	52,274,393	36,731,243	32,832,806	66,216,849	91,204,122	60,963,580	58,948,332	55,174,011	59,843,565	73,898,484	35,196,655	30,388,186	704,773,552	704,773,552
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		1,907,644	4,692,385	16,295,125	29,892,308	25,773,160	24,455,700	24,573,494	24,826,689	25,469,894	27,498,098	18,627,644	36,409,134	22,962,174	-	\$ 283,383,450	\$ 283,383,450
Classified Salaries	2000-2999		3.946.807	5.478.556	7,251,069	8.084.705	7.840.942	9.216.931	11,229,611	8,561,561	9,970,195	8,276,074	6,164,249	17,578,049	9.087.659	-	\$ 112,686,408	\$ 112,686,408
Employee Benefits	3000-3999		3,476,496	4,894,106	14,053,667	20,251,543	18,958,332	18,810,825	20,118,512	19,507,492	20,725,614	20,900,863	19,146,704	22,571,488	13,219,788	30.388.186	\$ 247.023.615	\$ 247,023,615
Books and Supplies	4000-4999		302,944	161,811	267,549	276,685	377,173	238,514	578,254	691,344	409,548	418,719	1,214,531	1.869.468	9,412,502	-	\$ 16,219,042	\$ 16,219,042
Services	5000-5999		311,561	1,709,413	1,853,253	3,160,729	3.195.819	3.445.057	3.581.082	3,878,761	4,581,420	5,076,862	4,285,126	9,646,349	18,705,517	-	\$ 63,430,949	\$ 63,430,949
Capital Outlay	6000-6599		37,859	597,281	220,918	249,621	265,508	144,313	109,807	109,367	207,664	176,982	116,066	324,923	1,669,790	-	\$ 4,230,099	\$ 4,230,099
Other Outgo	7000-7499		(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(71,303)	(0)	-	\$ (855,641)	\$ (855,641)
Interfund Transfers Out	7600-7629		(71,505)	(71,505)	(72,505)	(71,505)	(71,505)	(71,505)	(72,505)	(72,505)	(72,505)	(72,505)	(,1,505)	(72,505)	-	-	\$ (033,042)	\$ (055,041)
All Other Financing Uses	7630-7699		-	-	_	-	_	_	-	_	-	-	-	-	-	_	\$ -	Š -
7 iii Other Findhering Oses	7030 7033																Ÿ	Ť
TOTAL DISBURSEMENTS			9,912,008	17,462,248	39,870,279	61,844,288	56,339,629	56,240,036	60,119,456	57,503,910	61,293,033	62,276,295	49,483,017	88,328,108	75,057,430	30,388,186	726,117,922	726,117,922
D. BALANCE SHEET ITEMS			-	,,		,,	,,		,,	,,	,,	,,	,,		10,000,000	,,	,,	,
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199	_	-	-	-	-	-	-	-	_	_	_	_	-	-		¢ -	ĺ
Accounts Receivable	9200-9299	(8.572.844)	(280,743)	(1,697,755)	(2,232,594)	(546.677)	(1,271,177)	(126,443)	(1.666.309)	(34,287)	16,249	60.509	3,502	(4.244.834)	3.447.716		\$ (8,572,844)	
Due From Other Funds	9310	(0,572,011)	(200), 43)	(1,057,755)	(2,232,33-1)	(5-10,077)	(1)2/1/1//	(120,115)	(1,000,505)	(54,267)	-	-	5,502	(1,211,051)	5,117,720		\$ (0,572,011)	ĺ
Stores	9320	-	-	-	_	-	_	_	-	_	-	-	-	-	-		\$ -	
Prepaid Expenditures	9330	_	_		_		_	_	-	_	_	_			-		\$ -	
Other Current Assets	9340	-	-	-	_	-	_	_	_		-	-	_	-	_		¢ -	ĺ
Deferred Outflows of Resources	9490	_	-		-	_	-	-	-	-	-	-	_	-	-		¢ -	ĺ
Undefined Objects	3430		-		_	-	_	_	-	_	_	-			-		\$ -	
SUBTOTAL ASSETS	-	(8.572.844)	(280.743)	(1.697.755)	(2.232.594)	(546.677)	(1.271.177)	(126,443)	(1.666.309)	(34,287)	16.249	60.509	3.502	(4.244.834)	3.447.716	_	(8,572,844)	s -
Liabilities and Deferred Inflows	 	(0,372,844)	(200,743)	(1,037,733)	(2,232,334)	(340,077)	(1,2,1,1//)	(120,443)	(1,000,305)	(34,207)	10,243	00,309	3,302	(4,244,034)	3,447,710		(0,372,844)	,
Accounts Pavable	9500-9599	(116.384.646)	(42,510,601)	(17,229,357)	(5,341,595)	934.604	(1,299,340)	285,901	8,095,321	3,365,560	(5.880.778)	(6.604.540)	(9.638.907)	(40.560.914)	-		\$ (116.384.646)	
Due To Other Funds	9610	(110,354,040)	(42,310,001)	(11,223,331)	(3,341,333)		(1,233,340)	203,301	0,033,321	3,303,300	(3,000,778)	(0,004,340)	(7,030,307)	(40,300,314)	<u> </u>		¢ (110,304,040)	
Current Loans	9640		-		-	-	-	-	-		-	-	-		-		\$ -	
Unearned Revenues	9650		-		_				-			-					ć	
Deferred Inflows of Resources	9690	-	-	-	-	-	<u> </u>		-	-	-	-		-			· ·	
Undefined Objects	2020	· -	-	-	-		-	-	-	-	-	-	-	-		\$ -	· ·	1
SUBTOTAL LIABILITIES		(116.384.646)	(42,510,601)	(17,229,357)	(5,341,595)	934,604	(1,299,340)	285,901	8,095,321	3,365,560	(5,880,778)	(6,604,540)	(9,638,907)	(40,560,914)	-	ş -	(116,384,646)	c
Nonoperating	1	(110,384,646)	(42,510,601)	(17,225,357)	(3,341,595)	934,604	(1,299,340)	200,901	8,095,321	3,303,560	(5,000,778)	(0,004,540)	(/05,660,6)	(40,500,914)		-	(110,384,646)	, .
Suspense Clearing	9910	 					-					-			-	-	é	1
TOTAL BALANCE SHEET ITEMS	9910	(124,957,490)	(42,791,344)	(18,927,112)	(7,574,190)	387,927	(2,570,517)	159,458	6,429,012	3,331,272	(5,864,529)	(6,544,031)	(9,635,405)	(44,805,748)	3,447,716	-	(124,957,490)	
E. NET INCREASE/DECREASE B - C + D		(124,957,490)	(42,791,344)	(12,611,984)	4.829.925	(24,725,119)	(2,570,517)	10.136.271	37.513.678	6,790,943	(8,209,230)	(13.646.315)	725,143	(59,235,372)	(36,413,059)	<u> </u>		\$ (21,344,370)
		(124,957,490)	(25,379,401) 170.383.887		4,829,925 162.601.828	. , ., .,		10,136,271	37,513,678 159.449.318		(-,,	(13,646,315) 144.384.716	., .	(59,235,372) 85.874.487	(36,413,059)		(146,301,860)	ş (21,344,370)
F. ENDING CASH (A + E)	anuala and A	di cetas anta	1/0,383,88/	157,771,903	162,601,828	137,876,710	111,799,369	121,935,640	159,449,318	166,240,260	158,031,031	144,384,716	145,109,859	85,874,487			\$ 49,461,427	
G. Ending Cash, Plus Cash Ac	u udis diid A	ujusuments	-				i	l .							l	1	49,401,427 د	

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#11.4

Meeting Date: June 5, 2025

Subject: Oak Ridge New Construction Prop 2 Public Hearing to Authorize Project

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

Department: Facilities Support Services

Recommendation: The Superintendent is recommending the Board hold a public hearing and receive any public comment on the proposed Oak Ridge New Construction Project Authorization request being made by staff. The Superintendent also recommends the board take action to approve the resolution authorizing the project as a condition set forth in Proposition 2.

<u>Background/Rationale</u>: As a condition of the Proposition 2 passed in November 2024, a project seeking state funding eligibility must hold a public hearing and receive board authorization for the project.

The rules for Proposition 2, which will provide the matching funds for this project, came after the start of the project. Because the previous funding available from the state has been exhausted, the district must follow the new public hearing rules to submit our funding request to the state.

<u>Financial Considerations:</u> \$67 Million – Measure H

LCAP Goal (s):

Goal 3 – Welcoming and Safety Outcome

Documents Attached:

1. Resolution 3498 – Authorize and Approve Projects Following Public Hearing Under Education Code Section 101460

Estimated Time of Presentation: N/A

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

RESOLUTION NO. 3499

OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO AUTHORIZE AND APPROVE OAK RIDGE ELEMENTARY PROJECT FOLLOWING PUBLIC HEARING UNDER EDUCATION CODE SECTION 101460.

WHEREAS, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 ("Act"), Education Code sections 101400 *et seq.*, provides statewide funding for new construction and modernization of school facilities for specified purposes;

WHEREAS, Education Code section 101460(b) requires that, before approving a project or projects seeking funds under the Act, the governing board of a school district must hold at least one public hearing to solicit input from members of the public regarding the project or projects being proposed for submission for funding;

WHEREAS, the Sacramento City Unified School District ("District") provided public notice of the hearing regarding the projects identified below in its meeting agenda posted to its website on May 30, 2025;

WHEREAS, at its regularly-scheduled and publicly-noticed meeting occurring on June 5, 2025, the District's Board of Education ("Board") has conducted the hearing required by section 101460(b) to consider the following project:

Project	Location	General Description	Estimated Cost	Estimated Timeframe
Oak Ridge New Construction	Oak Ridge Elementary School	Replace the old Oak Ridge Elementary school with a new school	\$67 Million	March 2022 - October 2025

WHEREAS, public input provided at the hearing does not alter the District's intent to enter into the Projects, but will be taken into account in implementing the Projects;

WHEREAS, for other projects, the District has contracted for the independent performance of audits in accordance with Education Code section 41024 and, if the Projects above are approved, intends to contract for such audits of the Projects, as required by Education Code section 101460(a), to ensure that the use of the funds has been reviewed for expenditure consistent with the requirements of all applicable laws;

WHEREAS, the District desires to implement the Projects identified above.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

<u>Section 1.</u> That the recitals set forth above are true and correct.

<u>Section 2.</u> That, following the public hearing occurring prior to adoption of this Resolution, the Board approves proceeding with each of the Projects considered, which are understood to be consistent with the scope of the Act.

<u>Section 3.</u> That District staff is directed to consider public comments received at the public hearing in further defining and implementing each of the Projects.

<u>Section 4.</u> That District staff is directed to proceed with applying for funding for each of the Projects in accordance with requirements of the Act and any regulations or other guidance that may be adopted thereunder.

<u>Section 5.</u> That information regarding each of the Projects, including without limitation its description, location, estimated costs, and estimated timeline for completion, shall be posted to the District website.

<u>Section 6.</u> That District staff shall retain all financial accounts, documents, and records necessary for the independent performance audit of each of the Projects required by Education Code section 101460(a); shall provide for audits of each Project in accordance with Education Code section 41024; and shall post the results of such audits to the District website.

the

Board:		AND	ADOPTED	this	5th	day	of	June,	2025,	by	the	following	vote	of
	AYES:													
	NOES:													
	ABSENT:													
	ABSTAIN	l:												
								SIGN	ED:					
ATTES	T:							Presid	dent, B	oard	l of I	Education		

Clerk, Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#11.5

Meeting Date: June 5, 2025

<u>Subject</u>: Cesar Chavez Elementary Construction Prop 2 Public Hearing to Authorize Project

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

Department: Facilities Support Services

Recommendation: The Superintendent is recommending the Board hold a public hearing and receive any public comment on the proposed Cesar Chavez Elementary New Construction Authorization request being made by staff. The Superintendent also recommends the board take action to approve the resolution authorizing the project as a condition set forth in Proposition 2.

<u>Background/Rationale</u>: As a condition of the Proposition 2 passed in November 2024, a project seeking state funding eligibility must hold a public hearing and receive board authorization for the project.

The rules for Proposition 2, which will provide the matching funds for this project, came after the start of the project. Because the previous funding available from the state has been exhausted, the district must follow the new public hearing rules to submit our funding request to the state.

Financial Considerations: \$76.5 Million – Measure H

LCAP Goal (s):

Goal 3 – Welcoming and Safety Outcome

Documents Attached:

1. Resolution 3499 – Authorize and Approve Projects Following Public Hearing Under Education Code Section 101460

Estimated Time of Presentation: N/A

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer

Lisa Allen, Superintendent

RESOLUTION NO. 3499

OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO AUTHORIZE AND APPROVE CESAR CHAVEZ ELEMENTARY PROJECT FOLLOWING PUBLIC HEARING UNDER EDUCATION CODE SECTION 101460.

WHEREAS, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 ("Act"), Education Code sections 101400 *et seq.*, provides statewide funding for new construction and modernization of school facilities for specified purposes;

WHEREAS, Education Code section 101460(b) requires that, before approving a project or projects seeking funds under the Act, the governing board of a school district must hold at least one public hearing to solicit input from members of the public regarding the project or projects being proposed for submission for funding;

WHEREAS, the Sacramento City Unified School District ("District") provided public notice of the hearing regarding the projects identified below in its meeting agenda posted to its website on May 30, 2025;

WHEREAS, at its regularly-scheduled and publicly-noticed meeting occurring on June 5, 2025, the District's Board of Education ("Board") has conducted the hearing required by section 101460(b) to consider the following project:

Project	Location	General Description	Estimated Cost	Estimated Timeframe
Cesar Chavez Elementary School New Construction	Cesar Chavez/Edward Kemble School Sites	Replace Edward Kemble and Cesar Chavez Elementary schools on the property with a new single school site	\$76.5 Million	March 2022 - October 2025

WHEREAS, public input provided at the hearing does not alter the District's intent to enter into the Projects, but will be taken into account in implementing the Projects;

WHEREAS, for other projects, the District has contracted for the independent performance of audits in accordance with Education Code section 41024 and, if the Projects above are approved, intends to contract for such audits of the Projects, as required by Education Code section 101460(a), to ensure that the use of the funds has been reviewed for expenditure consistent with the requirements of all applicable laws;

WHEREAS, the District desires to implement the Projects identified above.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

<u>Section 2.</u> That, following the public hearing occurring prior to adoption of this Resolution, the Board approves proceeding with each of the Projects considered, which are understood to be consistent with the scope of the Act.

- <u>Section 3.</u> That District staff is directed to consider public comments received at the public hearing in further defining and implementing each of the Projects.
- <u>Section 4.</u> That District staff is directed to proceed with applying for funding for each of the Projects in accordance with requirements of the Act and any regulations or other guidance that may be adopted thereunder.
- <u>Section 5.</u> That information regarding each of the Projects, including without limitation its description, location, estimated costs, and estimated timeline for completion, shall be posted to the District website.
- <u>Section 6.</u> That District staff shall retain all financial accounts, documents, and records necessary for the independent performance audit of each of the Projects required by Education Code section 101460(a); shall provide for audits of each Project in accordance with Education Code section 41024; and shall post the results of such audits to the District website.

	PASSED	AND	ADOPTED	this	5th	day	of	June,	2025,	by	the	following	vote	of	the
Board:															
	AYES:														
	NOES:														
	ABSENT:														
	ABSTAIN	:													
								SIGN	ED:						
								Presid	dent, Bo	oard	d of E	ducation			
ATTES	T:								,						
Clerk,	Board of E	Educa	ntion												



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: June 5, 2025				
Subject: Budget Right-Sizing Update				
 ☑ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing 				
<u>Division</u> : Business Services				
Recommendation: Receive an update on the district's Budget Right-Sizing Plan.				
<u>Background/Rationale</u> : This update provides the Board with an overview of the Budget Right-Sizing Plan that was implemented as part of the district's 2024-25 Adopted Budget and will continue into the 2025-26 fiscal year. The plan supports the district's strategic goals and demonstrates our commitment to fiscal responsibility and long-term sustainability for student success.				
As part of our commitment to achieving and maintaining a balanced budget, per the Right-Sizing Plan the board will adopt Budget Guiding Principles for the 2025-26 school year. These guidelines will provide enhanced transparency and establish a strong framework for financial decisions. The proposed Budget Guiding Principles are attached for review and will be considered for adoption on June 26, 2025.				
Financial Considerations: N/A				
LCAP Goal(s) : Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes				
Documents Attached: ■ Budget Guiding Principles				

Estimated Time of Presentation: 10 minutes

Approved by: Lisa Allen, Superintendent

Officer

Submitted by: Janea Marking, Chief Business and Operations

Sacramento City Unified School District Budget Guiding Principles

Like many districts across our region and state, the Sacramento City Unified School District is confronting significant financial constraints due to limited resources. As we strive to bring our budget into balance, we must make tough choices that will inevitably affect our community. We fully recognize the profound impact decisions have on student experiences, staff roles, and the overall well-being of those we serve.

Although any programmatic adjustment will affect everyone in various ways, it is important to remember that each staff member and partner is integral to our district's success. We are committed to navigating our challenges with openness, empathy, and respect for all involved.

Most importantly, our decisions will be guided by the goal of minimizing any disruptions to student learning. We will continue to place students' needs at the heart of our decisions and will communicate directly with those most affected as swiftly as possible.

To create more effective systems for directing resources and prioritizing funding, the SCUSD Board of Education has approved the following Budget Guiding Principles for 2025-26. These principles will serve as a framework for financial decision-making, ensuring alignment with our organizational priorities and fiscal responsibility, to maintain local control.

Alignment with District Goals

All budgetary decisions must align with the district's strategic goals and priorities as outlined in the Local Control and Accountability Plan (LCAP). This includes:

- Allocating financial resources to support key initiatives aimed at improving student academic achievement, especially for students facing barriers to success.
- Focusing budget resources on initiatives that advance district goals, such as expanding literacy, improving college and career readiness, and closing achievement gaps through enhanced student opportunities.
- Prioritizing funding for programs that support students with the greatest potential for growth, including those with special needs, English language learners, and students from low-income backgrounds.

To accomplish this, the following guidelines are established:

Staffing

- All positions must be approved by the Board of Education prior to posting for applicants.
- Vacant positions will be reviewed for continuation; automatic re-posting is not permitted.
- New positions will only be created with an identified revenue source or offsetting expenditure reduction that is specific to the department or site.

Expenditures

- General fund expenditures will be prioritized: first, based on compliance requirements, and second, on Local Control and Accountability Plan (LCAP) goals, depending on the type of resource/revenue used.
- Supplemental expenditures will be considered based on available revenue after other priorities are met.
- Unbudgeted expenditures exceeding \$15,000 require Board approval prior to the addition of the expenditure / increase to budget.

Travel and Conferences

- Travel and conference policies to be revised for the 2025-26 school year.
- Priority will be given to local or online conferences.
- Travel outside of California will require Board approval prior to booking.
- Attendees will be limited to a number that is necessary and reasonable.
- Conference attendees must demonstrate:
 - Relevance to achieving an LCAP goal or action(s).
 - A clear plan to share learning with colleagues.

Allocation of Resources

The allocation of financial resources should reflect a commitment to ensuring fair access to educational opportunities. This includes:

- Basing funding decisions on student needs, such as socio-economic status, special education requirements, English language proficiency, and other indicators of academic need.
- Targeting additional resources to schools and programs serving students identified for intervention and support.
- Regularly reviewing resource distribution to ensure alignment with the goal of providing fair access to resources across all schools.

To accomplish this, the following guidelines are established:

Master Schedule Adjustments

 Requests for staffing adjustments at sites will be reviewed by the master scheduling office prior to authorizing additional Full-Time Equivalents (FTEs).

Classrooms

• Classroom student assignments will be balanced, when appropriate, to mitigate or eliminate overages whenever possible.

Program Subsidies

• The Board will review all programs, focusing on areas where expenditures exceed revenues, to assess their ongoing feasibility and strategic direction. This includes Special Education.

Contributions

 Contributions to alternate funds, such as Charter Schools (09), Adult Education (11), and Child Development (12), will be presented to the Board as separate agendized actions for consideration and approval.

Fiscal Responsibility

All budgeting and financial decisions must demonstrate fiscal responsibility and ensure long-term sustainability of the district. This includes:

- Adhering to established budget constraints and ensuring that expenditures do not exceed available resources, thereby maintaining a balanced budget each fiscal year.
- Prioritizing cost-effective strategies that maximize the use of available resources while minimizing waste and inefficiency.
- Regularly reviewing budget allocations to ensure that financial commitments are sustainable, making adjustments as needed to avoid deficits or the depletion of critical funding sources.

To accomplish this, the following guidelines are established:

Restricted Resources

 Grants and other restricted expenditures will be aligned with allocated revenues and will not exceed available funds, with the exception of Special Education.

Organizational Structure

• Where possible, district departments will merge or unify to improve efficient use of resources without compromising internal controls.

Authorization for Compensation

- Per diems, extra time, and overtime must be pre-approved and budgeted with available resources prior to a manager authorizing work.
- Compensatory "comp" time in lieu of payment should not be utilized.
 Rather, employees should receive compensation for additional hours per statutory and negotiated procedures.

Authorization for Agreements and Services

- Contracts charged to unrestricted general funds shall be for compliance or operational needs and primarily managed by the Superintendent, Deputy Superintendent, a Chief Officer or designee. Site and department leaders should manage contracts funded by local funds (donations) or restricted funds (per eligibility rules and available revenue).
- ALL Agreements between the district and individuals (including employees), partners, organizations and/or agencies shall be approved by the board of directors within 60 days of the agreement per Board Resolution 3361. This includes: contracts, memorandums of understanding, letters of agreement, joint use agreements, facilities use agreements, settlements, side letters, etc.
- Legal All legal services (memos, opinions, advisement) must be preapproved by a Chief Officer before any action is taken. This includes:
 - Chief authorization for initial discussions or consultations with legal counsel.
 - Chief approval required for continued legal services, especially when staff requests additional information or reconsideration of a previously concluded legal opinion.
 - Staff below the Chief level are prohibited from initiating charges for legal services or engaging legal counsel without explicit approval from a Chief Officer, with authorization required on a project-by-project basis.

Continuous Review and Improvement

The budget process should be continuously evaluated to ensure it effectively meets student needs and supports SCUSD's educational objectives. This includes:

- Regularly assessing budget outcomes to determine if financial resources are being used effectively to support student achievement and district goals.
- Conducting annual reviews to identify areas for improvement in the budgeting process, with an emphasis on refining resource allocation based on the previous year's results.
- Incorporating stakeholder feedback and performance data into the budget review process to ensure future allocations are based on current needs and emerging priorities.

To accomplish this, the following guidelines are established:

Technology

 All hardware and software purchases will be reviewed by the Technology department to eliminate redundancies and address issues related to nonstandard equipment.

Communications

 All communications needs such as graphic design, website support, and story production will be reviewed by the Communications department. External contracts for these services will not be approved.

Position Control

All active positions must be accounted for in the Position Control System.
 Position Control procedures must be followed with 100% fidelity.

Dispute Resolution

 District leadership must adhere to the labor relations protocol provided by the Human Resources department. District leaders, outside of the negotiations team and Human Resources, do not have the authority to make agreements or offer monetary resolutions for labor disputes.

Together, these guidelines reflect our commitment to a bright future for SCUSD. They will help us navigate our most challenging decisions and impossible choices. Further, we push ourselves to implement improved systems designed for transparency, accountability, and long-term sustainability in all aspects of our budgeting and financial decision-making.

As we move forward, we will ensure that the budget process is clear, transparent, and accessible to all stakeholders. We will provide detailed budget reports that explain how funds are being allocated, the rationale behind our decisions, and how they align with our district's goals and priorities.

Our approach focuses on long-term financial stability, avoiding short-term fixes and, instead, implementing the most conservative reductions that support sustainable growth over the coming years. This includes assessing the impact of these decisions on students, staff, and district operations to ensure that we remain on the right path.

The SCUSD community shares the responsibility of ensuring the best opportunities for our students, and as we navigate difficult decisions, we are united in our commitment to making the best choices for the future of our district.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.2

Meeting Date: June 5, 2025	
<u>Subject</u> : Approve the Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year.	
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing	

<u>Division</u>: Human Resource Services

Recommendation: Adopt the Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year.

Background/Rationale: The 2025-2026 Declaration of Need allows the District to apply for and the California Commission on Teacher Credentialing (CCTC) to issue Emergency Crosscultural Language and Academic Development (CLAD), Bilingual Crosscultural Language and Academic Development (BCLAD), Resources Specialist, Teacher Librarian Services, or Limited Term Assignment Permits for teachers.

English learners identified in K12 public schools are required to receive services designated to meet their linguistic and academic needs based on assessments made by the school district. If it has been determined that a student requires English Learner services, the teacher providing this service must hold an appropriate English Learner authorization.

Title 5 of the California Code of Regulations requires school districts to submit to the CCTC an annual Declaration of Need for Fully Qualified Educators. Approval authorizes and delegates to the Superintendent, or his designee, to take any additional action necessary to obtain the approval of the Declaration of Need referenced herein pursuant to 5 CCR 80026 et seq.

Financial Considerations: None

<u>LCAP Goal(s)</u>: Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

- 1. Executive Summary
- 2. Declaration of Need

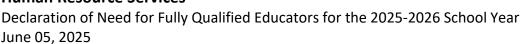
Estimated Time of Presentation: 5 min

Submitted by: Cancy McArn, Chief Human Resources Officer and

Lead Negotiator

Approved by: Lisa Allen, Superintendent

Human Resource Services





I. Overview/History of Department or Program

Title 5 of the California Code of Regulations requires school districts to submit to the California Commission on Teacher Credentialing (CCTC) an annual Declaration of Need for Fully Qualified Educators. The Declaration of Need for Fully Qualified Educators will enable the District to request for CLAD, BCLAD, Resource Specialist, Librarian Services, Limited Assignment Permits for Multiple, Single Subject or Special Education Emergency Permits.

In 2001, the Office of Administrative Law (OAL) permanently approved amendments to the California Code of Regulations, Title 5, Section 80027, Declaration of Need for Fully Qualified Educators. The regulations make a number of changes to the requirements for the Limited Assignment Multiple or Single Subject Teaching Permits.

II. Driving Governance:

Title 5 California Code of Regulations, Section 80026 pertaining to the General Education Limited Assignment Multiple or Single Subject Teaching Permits. Submission of a Declaration of Need for Fully Qualified Educators by the employing agency shall be a prerequisite to the issuance of any emergency permit and/or limited assignment permit for that agency. Section 80027 - Limited Assignment Multiple or Single Subject Teaching Permits and Section 80027.1 - Special Education Limited Assignment Teaching Permits.

III. Budget: N/A

IV. Goals, Objectives and Measures:

The District must submit an annual Declaration of Need for Fully Qualified Educators based on the previous year's actual needs and projections of enrollment. The Declaration of Need for Fully Qualified Educators must be sent to CCTC prior to requesting the issuance of any emergency permit and/or limited assignment permit for the District.

V. Major Initiatives:

The Declaration of Need for Fully Qualified Educators must include the following information; 1) Estimated need shall include the title and number of each type of emergency permit and limited assignment permit which the District estimates based on previous year actual needs and projections of enrollment; 2) Efforts to recruit certificated personnel shall include a brief description of efforts that the District has undertaken to locate and recruit individuals who hold the needed credentials; 3) Efforts to establish alternative training options shall include the identification of the institutions of higher learning who have co-sponsored internship programs,

Human Resource Services



Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year June 05, 2025

information relative to the District's participation in a pre-internship program, the District's intention to consider developing a "plan to develop fully qualified educators" in cooperation with other districts, a stipulation of insufficient suitable applicants, and adoption of the declaration by the Governing Board.

VI. Results:

The District's estimated need for the 2025 – 2026 school year is as follows:

Emergency Permit:	#
CLAD	30
Bilingual Authorization	5
Resource Specialist	15
Teacher Librarian Services	5
Emergency Transitional Kindergarten (ETK)	13
Limited Assignment Permits:	#
<u>Limited Assignment Permits:</u> Multiple Subject	# 30
Multiple Subject	30

Total All: 165

VII. Lessons Learned/Next Steps:

Approve the Declaration of Need for Fully Qualified Educators – 2025-2026 School Year.

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year:	2025-2026	
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT OI	R DISTRICT/COUNTY AUTHORIZED	CHARTER SCHOOL
Name of District or Charter:		District CDS Code:
Name of County:		County CDS Code:
By submitting this annual declaration, t	he district is certifying the following	;;
 A diligent search, as defined be 	low, to recruit a fully prepared teac	her for the assignment(s) was made
 If a suitable fully prepared teach to recruit based on the priority 		trict, the district will make a reasonable effort
scheduled public meeting held on 6	$\frac{5}{2025}$ certifying that there is a yment criteria for the position(s) list	d above adopted a declaration at a regularly an insufficient number of certificated persons ted on the attached form. The attached form nsent calendar.
force until June 30, Submitted by (Superintendent, Board So		by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF I	EDUCATION, STATE AGENCY OR NO	NPUBLIC SCHOOL AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location

CL-500 5/2024 Page 1 of 4

The Superintendent of the County Office of specified above adopted a declaration on that such a declaration would be made, cetthe county's, agency's or school's specified	/, at least 72 hours follogetifying that there is an insufficient num	wing his or her public announcement ber of certificated persons who meet
The declaration shall remain in force until J	une 30,	
► Enclose a copy of the public announce. Submitted by Superintendent, Director, or		
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
► This declaration must be on file with the issued for service with the employing a	e Commission on Teacher Credentialing gency	before any emergency permits will be

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed	
CLAD/English Learner Authorization (applicant already holds teaching credential)		
Bilingual Authorization (applicant already holds teaching credential)	5	
List target language(s) for bilingual authorization:		
Resource Specialist	15	
Teacher Librarian Services	5	
Emergency Transitional Kindergarten (ETK)	13	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

CL-500 5/2024 Page 2 of 4 Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED	
Multiple Subject	30	
Single Subject	50	
Special Education	17	
TOTAL	97	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	7
Art	5	Music	6
Business		Physical Education	3
Dance	2	Science: Biological Sciences	3
English	3	Science: Chemistry	3
Foundational-Level Math	1	Science: Geoscience	2
Foundational-Level Science		Science: Physics	3
Health		Social Science	6
Home Economics		Theater	3
Industrial & Technology Education		World Languages (specify)	2 Spanish, 1 English

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No	
If no, explain			
Does your agency participate in a Commission-approved college or university internship program?	Yes	No	
If yes, how many interns do you expect to have this year?			
If yes, list each college or university with which you participate in a	ın internship prog	ram.	
If no, explain why you do not participate in an internship program.			

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#12.3

<u>Meeting</u>	<u>Date</u> : June 5, 2025
<u>Subject</u> :	Board Review and Approval of Immediate suspension and Dismissal of Certificated Employee (EEID# 30199) (open session upon employee request)
	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

<u>Recommendation</u>: Approval of immediate suspension and dismissal of a Certificated employee (EEID 30199).

Background/Rationale:

Employee is a certificated employee. As detailed in the previously provided *Notice of Intent to Dismiss; Placement On Immediate Unpaid Suspension Pending Outcome of Disciplinary Proceedings; and Statement of Charges*, Employee has engaged in conduct that constitutes grounds for dismissal under Education Code section 44932, including, but not limited to, immoral conduct. The employee received notice of the proposed disciplinary action and was afforded a pre-termination ("Skelly") conference before a designated officer. Following that conference, the Skelly officer upheld the proposed disciplinary action. Accordingly, staff recommends that the Board approve the immediate suspension and initiation of dismissal proceedings.

Pursuant to Government Code section 54957(b)(2), the employee has requested that the Board hear this matter in open session. Please refer to the Executive Summary for additional information.

Financial Considerations: None

<u>LCAP Goal(s)</u>: **Graduation** Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 5 min

Submitted by: Cancy McArn, Chief Human Resources Officer and

Lead Negotiator

Approved by: Lisa Allen, Superintendent

Human Resource Services



Board Review and Approval of Immediate Suspension and Dismissal of Certificated Employee (EEID # 30199) (open session upon employee request) June 05, 2025

I. Overview/History of Department or Program

Background

EMPLOYEE (EEID # 30199) is a permanent certificated teacher (music) with the Sacramento City School District ("District"). During the 2022-2023 and 2023-2024 school years, EMPLOYEE harassed multiple staff at his work site and referred students out of his class at least 127 times as a result of their using cellphones in his class or disrespectful language. On some occasions, he also refused to allow students to return to his class, which caused students to miss days or even weeks of class.

Following an investigation into complaints filed by his co-workers which sustained the allegations against him, EMPLOYEE was served with a Notice of Intent to Dismiss; Placement On Immediate Unpaid Suspension Pending Outcome of Disciplinary Proceedings; and Statement of Charges.

On or around April 24, 2025, a pre-disciplinary Skelly meeting was held, in which EMPLOYEE was provided with the opportunity to respond to the charges against him. EMPLOYEE appeared and provided an oral statement. He also provided a supplemental written response. After reviewing the District's evidence and EMPLOYEE's statements, the designated Skelly officer upheld the District's recommendation that he be placed on immediate unpaid suspension and subsequently dismissed.

Summary of Allegations

- Over the span of two school years (2022-2023 and 2023-2024), EMPLOYEE harassed at least six female co-workers through excessive and unprofessional emails or verbal exchanges.
- After the first two incidents, site administrators confronted EMPLOYEE about staff concerns and
 urged him to adjust the tone and manner of his communications to colleagues. He was
 generally dismissive of these concerns, and denied that his conduct was inappropriate.
- Despite these admonishments, EMPLOYEE continued to harass staff. He would initiate an email
 to inquire about an issue an absent student or site protocols, etc. If staff did not immediately
 respond, he followed up to demand a response; however, if staff responded often to say that
 they did not have any information to provide EMPLOYEE would press them on why not. With
 each email, his tone would become more accusatory and condescending. He would also copy
 site administrators and his union representatives on these exchanges, which caused further
 embarrassment for staff.
- In December 2023, a validation meeting was held to discuss these harassment claims.
 EMPLOYEE denied any wrongdoing and insisted the women were fabricating claims against him at the direction of site administrators in retaliation for an Office of Civil Rights complaint he filed on behalf of a student.

Human Resource Services



Board Review and Approval of Immediate Suspension and Dismissal of Certificated Employee (EEID # 30199) (open session upon employee request) June 05, 2025

- In January 2024, EMPLOYEE had another email exchange with a female co-worker that became so vitriolic that his own union representative admonished him that his emails to a co-worker were unprofessional.
- The following month, two employees (both female) filed formal harassment complaints against EMPLOYEE. He was placed on leave, and an attorney-investigator was assigned to investigate these claims as well as seven complaints that EMPLOYEE filed against site administrators. The investigator sustained the complaints against him and observed that EMPLOYEE was also hostile towards her during their interviews. The investigator further determined that EMPLOYEE's complaints were unfounded or unsubstantiated.
- Separately, as noted above, EMPLOYEE issued approximately 127 student referrals for
 inappropriate cellphone use or rude language in his class. He also refused to let some students
 return to his class. Some of these students transferred out of his class or the school entirely.

Grounds of Recommended Dismissal

In April 2025, the District issued draft immediate suspension and dismissal charges against EMPLOYEE based on the conduct above. The charges included violations of the following Education Code sections:

- 1. Immoral Conduct (Educ. Code §§ 44932(a)(1), 44939);
- 2. Unprofessional conduct (Educ. Code § 44932(a)(2));
- 3. Dishonesty in violation of Education Code section 44932(a)(4);
- Evident Unfitness for Service in violation of Education Code section 44932(a)(6);
- 5. Physical or mental condition unfitting him or her to instruct or associate with children in violation of Education Code section 44932 (a)(7); and
- 6. Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of public schools by the state board or by the governing board of the school district employing him or her in violation of Education Code section 44932 (a)(8).

A Skelly conference was convened on or around April 24th, and the Skelly officer upheld the charges.

EMPLOYEE has requested that the Board hear the pending charges against him in open pursuant to Government Code section 54957(b)(2).

Recommended Board Action

By considering the proposed disciplinary action against EMPLOYEE, the Board will determine whether to take action to place him on immediate unpaid suspension and terminate him employment with the District.

II. Driving Governance: N/A

III. Budget: N/A

Human Resource Services



Board Review and Approval of Immediate Suspension and Dismissal of Certificated Employee (EEID # 30199) (open session upon employee request) June 05, 2025

IV. Goals, Objectives and Measures: Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

V. Major Initiatives: N/A

VI. Results: N/A

VII. Lessons Learned/Next Steps:

Approval of immediate suspension and dismissal Certificated employee.