



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, May 6, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

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

AMENDED AGENDA

2020/21-36

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

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM
Members of the public who wish to attend the meeting may do so by
livestream at: <https://www.scusd.edu/post/watch-meeting-live>. No
physical location of the meeting will be provided to the public.

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

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:
Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in
writing, identifying the matter number and the name of the public member at the
URL <https://tinyurl.com/SCUSDcommentMay6>; or (3) using the same URL, submitting a
request for oral comment only when the matter is called, instead of written
comment. Regardless of the method by which public comment is submitted, including a
request for oral comment, the submission deadline for closed and open session items shall
be no later than noon, May 6. Individual public comment shall be presented to the Board
orally for no more than two minutes, or other time determined by the Board on each
agenda item. Public comments submitted in writing will not be read aloud, but will be
provided to the Board in advance of the meeting and posted on the District's website. The
Board shall limit the total time for public comment presented on each agenda item,
including communications and organizational reports, to 15 minutes in length. With
Board consent, the President may increase or decrease the length of time allowed for
public comment, depending on the agenda item and the number of public comments.

3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 - Conference with Legal Counsel:
 - a) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (Dismissal Case, San Joaquin County Superior Court Case No. STK-CV-UBC-2019-0007274, and OAH Case No. 2020090508)
 - b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment

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 – Lorcan Montoya, a Second Grade student from Theodore Judah Elementary School

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

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentMay6>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, May 6 for any agenda item. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports,

to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

6:30 p.m.

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

Information
SCTA – 15 minutes
Remaining groups – 3 minutes each

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

6:57 p.m.

8.2 District Advisory Committees:

Information
3 minutes each

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

7:09 p.m.

8.3 Superintendent's Report (Jorge A. Aguilar)

Information
5 minutes

7:14 p.m.

8.4 President's Report (Christina Pritchett)

Information
5 minutes

7:19 p.m.

8.5 Student Member Report (Isa Sheikh)

Information
5 minutes

7:24 p.m.

8.6 Information Sharing By Board Members

Information
10 minutes

9.0 SPECIAL PRESENTATION

7:34 p.m.

9.1 Approve Resolutions:

- School Principals' Day, May 1, 2021
- School Nutrition Employee Week, May 3-7, 2021
- California Day of the Teacher, May 12, 2021
- National School Nurse Day, May 12, 2021

Action
10 minute presentation
10 minute discussion
(Roll Call Vote)

- | | | |
|-----|---|--|
| 9.2 | <i>Employee Awards:</i> | Information |
| | <ul style="list-style-type: none"> • 2021-2022 Teacher of the Year • 2021-2022 Classified Champions Award | 10 minute presentation
10 minute discussion |
| 9.3 | <i>Update on Re-Opening Memorandums of Understanding and Next Steps (Raoul Bozio)</i> | Information |
| | | 20 minute presentation
20 minute discussion |
| 9.4 | <i>Summer School Update (Christine Baeta, Matt Turkie, and Manpreet Kaur)</i> | Information |
| | | 30 minute presentation
30 minute discussion |

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- | | | |
|------------|---|---|
| 9:54 p.m. | 10.1 <i>Approval of General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G, in a Maximum Principal Amount of \$77.1 Million to be Issued by the County of Sacramento on Behalf of the Sacramento City Unified School District (Rose Ramos)</i> | Action |
| | | 5 minute presentation
5 minute discussion
Roll Call Vote |
| 10:04 p.m. | 10.2 <i>Approval of 2021 General Obligation Refunding Bonds in a Maximum Principal Amount of \$38 Million to be Issued by the Sacramento City Unified School District to Refund 2011 Bonds of the District (Rose Ramos)</i> | Action |
| | | 5 minute presentation
5 minute discussion
Roll Call Vote |
| 10:14 p.m. | 10.3 <i>Adopt Resolution No. 3203: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs (Cancy McArn)</i> | Action |
| | | 5 minute presentation
10 minute discussion
Roll Call Vote |
| 10:29 p.m. | 10.4 <i>Local Control Accountability Plan Update (Vincent Harris and Steven Ramirez Fong)</i> | Information |
| | | 20 minute presentation
20 minute discussion |
| 11:09 p.m. | 10.5 <i>Adoption of the Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality (Christine Baeta, Sadie Hedegard, and Geovanni Linares)</i> | Action |
| | | 20 minute presentation
30 minute discussion
Roll Call Vote |

11:59 p.m. **11.0 CONSENT AGENDA**

Action
2 minutes
(Roll Call Vote)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: May 6, 2021

Subject: Approve Resolutions:

- Recognition of School Principals' Day
- Recognition of School Nutrition Employee Week
- Recognition of California Day of the Teacher
- Recognition of National School Nurse Day

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

Division: Human Resource Services

Recommendation:

Approve Resolution No. 3199: Recognition of Principals' Day, May 1, 2021

Approve Resolution No. 3200: Recognition of School Nutrition Employee Week, May 3-7, 2021

Approve Resolution No. 3201: Recognition of California Day of the Teacher Day, May 12, 2021

Approve Resolution No. 3202: Recognition of National School Nurse Day, May 12, 2021

Background/Rationale:

School Principals' Day, May 1, 2021, the success of every school and student depends on the effectiveness of our school leaders, and National School Principals' Day is one way we can promote the importance of and investments in school leadership. We need and value our school principals.

School Nutrition Employee Week, between preparing healthy meals for our students, adhering to strict nutrition standards, navigating student food allergies, and offering service with a smile, school nutrition professionals are true heroes. The pandemic has highlighted this reality and the importance of our nutrition service employees. We need and value our nutrition service employees.

National School Nurse Day, May 12, 2021 is a time to celebrate the specialty practice of school nursing. The District applauds the contributions school nurses make every day to improve the safety, health, and academic success of all students. The pandemic has

highlighted this reality and the importance of our school nurses. We need and value our school nurses.

California Day of the Teacher, May 12, 2021, “Day of the Teacher” arose out of legislation co-sponsored by CTA and the Association of Mexican America Educators. Our teachers are central to the learning and care that takes place in classrooms across the District every day. Throughout the pandemic, teachers have continued to work to meet students’ needs. We need and value our teachers.

Financial Considerations: N/A

LCAP Goal: Safe, Emotionally Healthy, and Engaged Students

Documents Attached:

1. Resolution No. 3199
2. Resolution No. 3200
3. Resolution No. 3201
4. Resolution No. 3202

<p>Estimated Time of Presentation: 10 minutes Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>

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

RESOLUTION NO. 3199

RECOGNITION OF SCHOOL PRINCIPALS' DAY, MAY 1, 2021

WHEREAS, May 1, 2021 has been designated as School Principals' Day; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our principals and encourages parents and the community to recognize the efforts of principals as we celebrated May 1, 2021.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of May, 2021, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Christina Pritchett
President of the Board of Education

Jorge A. Aguilar
Secretary of the Board of Education

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

RESOLUTION NO. 3200

**RECOGNITION OF NATIONAL SCHOOL NUTRITION EMPLOYEE WEEK,
MAY 3-7, 2021**

WHEREAS, May 3-7, 2021 has been designated as National School Nutrition Employee Week; and

WHEREAS, nutritious meals at schools are an essential part of the school day; and

WHEREAS, the staff of Sacramento City School District Nutrition Service Department are committed to providing healthy and nutritious means to all of students; and

WHEREAS, the men and women who prepare and service our schools meals helps nurture our students through daily interaction and support; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our Nutrition Services Department and encourages parents and the community to recognize the efforts that we celebrate the week of May 3-7, 2021 as National School Nutrition Services Week.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of May, 2021, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Christina Pritchett
President of the Board of Education

Jorge A. Aguilar
Secretary of the Board of Education

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

RESOLUTION No. 3201

RECOGNITION OF CALIFORNIA DAY OF THE TEACHER, MAY 12, 2021

WHEREAS, May 12, 2021, has been designated throughout the State as California Day of the Teacher; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our teachers, and other certificated personnel and encourages parents and the community to recognize the efforts of the certificated staff as we celebrate May 12, 2021, as California Day of the Teacher.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of May 2021, by the following vote:

AYES :
NOES:
ABSTAIN:
ABSENT:

ATTESTED TO:

Christina Pritchett
President of the Board of Education

Jorge A. Aguilar
Superintendent

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

RESOLUTION NO. 3202

RECONGNITION OF NATIONAL SCHOOL NURSE DAY, MAY 12, 2021

WHEREAS, May 12, 2021 has been designated as National School Nurse Day; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our nurses and encourages all students and staffs to honor and recognize the valuable contributions of its school nurses as we celebrate May 12, 2021 as National School Nurse Day.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of May, 2021 by the following vote:

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

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: May 6, 2021

Subject: 2021-2022 Teacher of the Year
2021-2022 Classified Champions

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

Division: Human Resource Services

Recommendation: N/A

Background/Rationale: N/A

Financial Considerations: N/A

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

Documents Attached:

1. Names of the Teacher of the Year
2. Names of the Classified Champions

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

2021-2022 Teacher of the Year

First Name	Last Name	Work Location	Job Title	Years with District
Johanna	Kirkman	Crocker/Riverside Elementary	Teacher, Elementary (Kindergarten)	22 yrs.
Tracie	Podsednik	West Campus	Teacher, High School (World Language/Spanish)	15 yrs.

2021-2022 Classified Champions

First Name	Last Name	Work Location	Job Title	Years with District
Daniel	Doyle	Rosemont High School	Attendance Technician II	2.2 yrs.
Leigh	Houghton	C.K. McClatchy High School	Library Media Tech Assistant	21.5 yrs.
Carolyn	Lewis	C.K. McClatchy High School	Clerk II	18.8 yrs.
Monica	Martinez	C.K. McClatchy High School	Career Information Technician	5.5 yrs
Oscar	Renteria-Neri	C.K. McClatchy High School	Custodian	2.11 yrs



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: May 6, 2021

Subject: Update on Re-Opening Memorandum of Understandings and Next Steps

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

Division: Legal Services

Recommendation: N/A

Background/Rationale: As the Sacramento City Unified School District has begun re-opening safely for in-person instruction for students, staff, families and our community, the District has worked with bargaining groups to ensure the safety and success for all. This presentation will be an update on various MOUs with bargaining groups and the status thereof.

Financial Considerations: N/A

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

Documents Attached:

N/A

<p>Estimated Time of Presentation: 20 minutes Submitted by: Raoul Bozio, In-House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

Meeting Date: May 6th, 2021

Subject:

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

Division: Academic Office

Recommendation: Information Only

Background/Rationale: Each year, based on funding availability, Sacramento City Unified School District offers a form of summer programming. Annually, programs vary in sites served, students served, as well as in goals and metrics. This year, due to pandemic learning loss we have access to Coronavirus Relief Fund funding opportunities to design and offer a Summer program. Since the onset of the pandemic in March 2020, regular schooling has been disrupted for all of our students. We know that many of our students have experienced learning loss during this time, and the Summer is an opportunity to make up some of that lost learning so that students are better prepared to engage in grade level work starting the 2021-22 school year.

Financial Considerations: TBD

LCAP Goal(s): College and Career Readiness

Documents Attached:

None

<p>Estimated Time of Presentation: 30 minutes Submitted by: Matt Turkie, Assistant Superintendent of Curriculum and Instruction Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: May 6, 2021

Subject: **Approval of General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G, in a Maximum Principal Amount of \$77.1 Million to be Issued by the County of Sacramento on Behalf of the Sacramento City Unified School District**

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

Division: Business Services

Recommendation: Approve Resolution No. 3204- titled “RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$77,100,000 OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2012 (MEASURE Q), 2021 SERIES G”

Background/Rationale: The General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) will be the seventh and final issuance of Measure Q, approved by District voters on November 6, 2012. The not-to-exceed principal amount for the bonds is \$77.1 million, which is the remaining authorization under Measure Q. Proceeds from the Series G Bonds will continue to fund projects approved by voters under Measure Q.

Due to the District's qualified certification of its 2020-21 second interim budget, state law requires that new money GO bonds, such as the Series G Bonds, be issued by the County of Sacramento. A resolution requesting the County to issue the Series G Bonds on the District's behalf is brought to the Board at this meeting for consideration. County action to authorize the Series G Bonds is tentatively scheduled for June 8, 2021.

Dale Scott & Company, the District's financial advisor, is in the process of distributing a request for proposal (“RFP”) to qualified underwriters regarding a negotiated sale of the Series G Bonds and a proposed series of refunding bonds (“2021 Refunding Bonds”), being

separately considered for approval at this meeting. The RFP process will aid in the selection of the underwriter(s) with the most qualifications and lowest cost. The Resolution being considered tonight delegates authority to the Superintendent and other District staff to select one or more underwriting firms based on the results of the RFP and the advice of the financial advisor, and to finalize, execute, and deliver any required legal documents or disclosures. Both the Series G Bonds and the 2021 Refunding Bonds are expected to be sold in late June 2021, with a closing expected in early July 2021.

Financial Considerations: The costs of issuance for the Series G Bonds will be paid from proceeds of the bond issue and no such costs will be paid from the general fund. Disclosures of such estimated costs are set forth in the Resolution as an exhibit. Principal of and interest on the Bonds is paid from the collection of ad valorem taxes collected by the County from taxpayers in the District.

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

Documents Attached:

1. Resolution No. 3204
2. Bond Purchase Agreement
3. Preliminary Official Statement

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

RESOLUTION NO. 3204

RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$77,100,000 OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2012 (MEASURE Q), 2021 SERIES G

WHEREAS, the issuance of not to exceed \$346,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of Sacramento City Unified School District (the "District"), County of Sacramento (the "County"), State of California was authorized at an election (the "Election") held in said District on November 6, 2012, the proceeds of which are to be used for the financing of the acquisition, construction, equipping, furnishing and improvement of certain capital facilities of the District (the "Project"); and

WHEREAS, the County Registrar of Voters has certified to the effect that the official canvass of returns for the Election reflected that 55% or more of the votes cast on the District's bond measure, known as "Measure Q," submitted to the voters at the Election (the "Measure") were cast in favor of the Measure, and such result has been entered in the minutes of the Board of Education of the District (the "Board"); and

WHEREAS, the District has heretofore issued six series of general obligation bonds in the combined principal amount of \$268,900,000 under the Authorization such that \$77,100,000 aggregate principal amount of general obligation bonds remain for issuance under the Authorization; and

WHEREAS, the Board has determined the need for issuance of one or more series of its general obligation bonds under the Authorization in an aggregate principal amount not to exceed Seventy-Seven Million One Hundred Thousand Dollars (\$77,100,000) in order to finance certain costs of the Project; and

WHEREAS, the Board has elected to proceed under Section 53506 *et seq.* of the Government Code of the State of California; and

WHEREAS, the private sale of bonds is limited to the sale of school district bonds under Section 15140 or 15146 of the Education Code, pursuant to Government Code Section 53508.6(b); and

WHEREAS, Section 15140 of the Education Code of the State (the "Education Code") requires that bonds of a school district shall be offered for sale by the Board of Supervisors of the County (the "County Board") as soon as possible following receipt of a resolution duly adopted by the Board; and

WHEREAS, Section 15140(b) provides that a board of supervisors may provide by resolution the governing board of any school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, may issue and sell bonds on its own behalf pursuant to section 15140; and

WHEREAS, the District has filed its 2020-21 Second Interim Report with a Qualified Certification within the meaning of Section 42133 of the Education Code and therefore the County Board must offer the District's general obligation bonds for sale; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Sacramento City Unified School District, as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Purpose and Authorization. This Board hereby determines that general obligation bonds of the District in the aggregate principal amount of not to exceed \$77,100,000 be offered for sale, in one or more series of bonds (the "Bonds"), as more particularly described in Section 3 below, the proceeds of which are to be used for the acquisition and improvement of certain real property, equipping and furnishing of facilities of the District, as set forth in the bond proposition approved at the Election.

Section 3. Purchase Agreement and Terms of Bonds. For the above purposes, this Board hereby requests the County Board of Supervisors (the "County Board") to issue the Bonds on behalf of the District and to order such Bonds to be sold to one or more underwriter(s) to be selected by the District after a competitive selection process and named in the Purchase Agreement (defined below), as underwriter(s) for the Bonds (the "Underwriter"), at a negotiated sale in accordance with the Bond Purchase Agreement by and among the District, the County and the Underwriter (the "Purchase Agreement"). The Bonds shall be dated their date of delivery (or such other date as may be designated in the Purchase Agreement), to bear interest at rates not to exceed the maximum rate permitted by law, payable on the dates as may be set forth in the Purchase Agreement, shall mature on August 1 of each of the years as set forth in the Purchase Agreement, or otherwise upon such other terms and conditions as shall be established for the Bonds by the Resolution of the County Board of Supervisors in connection with the Bonds (the "County Resolution") or the Purchase Agreement.

The form of Purchase Agreement on file with the Board is hereby approved and the Superintendent, the Deputy Superintendent, the Assistant Superintendent, Business Services, the Chief Business Official, or any designee thereof (each, an "Authorized Officer"), and each of them is hereby authorized to execute the Purchase Agreement, with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The purchase price of the Bonds shall reflect an Underwriter's discount of not to exceed Forty Hundredths of One Percent (0.40%) (not including original issue discount or any costs of issuing the Bonds to be paid by the Underwriter) of the principal amount thereof. Final terms of the Bonds shall be as set forth in the Purchase Agreement. Depending upon market conditions, the District may elect to purchase bond insurance to secure the payment of some or all of the principal of and interest on the Bonds following consultation with the Underwriter and the Director of Finance of the County or an authorized deputy thereof (the "Director of Finance").

Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement (the "Finance Charge"); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service payments on the Bonds through the final maturity of the Bonds are set forth on Exhibit A attached hereto and incorporated herein.

Section 4. Official Statement. The Board hereby approves the form of Preliminary Official Statement relating to the Bonds on file with the Clerk of the Board and to be used and distributed, together with an Official Statement in connection with the sale of the

Bonds, in each case with such changes as are approved by the Authorized Officer, which Official Statement may be combined with the official statement for the District's 2021 General Obligation Refunding Bonds (the "2021 Refunding Bonds") if it proves advantageous to the District to do so. An Authorized Officer and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official Statement and the Official Statement with such changes therein as such officer shall approve, in his or her discretion, as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be "deemed final" as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule"). Any Authorized Officer is hereby authorized and directed to execute such Official Statement with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Book-Entry System. The Bonds shall be issued in book-entry only form, to be lodged with The Depository Trust Company ("DTC") in New York, New York, which shall be the registered owner of the Bonds issued at the closing in the form of a single certificated Bond for each maturity within a series of the Bonds described in the Purchase Agreement. The Underwriter is directed to assist the District and the County in qualifying the Bonds for deposit with DTC.

Section 6. Paying Agent. The Board does hereby authorize the appointment of the Director of Finance as the initial authenticating agent, bond registrar, transfer agent and paying agent (the "Paying Agent") for the Bonds on behalf of the District. The Paying Agent will keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, as further provided in the County Resolution, which upon reasonable notice shall be open to inspection by the District.

The Board hereby directs that the proceeds of sale of the Bonds, exclusive of any premium and accrued interest received, shall be invested in Authorized Investments. The term Authorized Investment shall mean the County Investment Pool, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the California Government Code, or investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and with the requirements of the issuer of the municipal bond insurance policy insuring the Bonds, if any). The Director of Finance shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Bonds.

Section 7. Tax Covenants. The District hereby covenants that it shall not, directly or indirectly, use or permit the use of any proceeds of any of the Bonds, or of any of the property financed or refinanced with the proceeds of the Bonds, or other funds of the District, or take or omit to take any action that would cause the Bonds to be deemed "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury promulgated thereunder to the extent that such requirements are in effect and applicable to the Bonds.

The District further covenants and agrees to comply with the requirements of the Tax Certificate to be executed and delivered in connection with the delivery of the Bonds to the original purchasers thereof.

Section 8. Approval of Negotiated Sale. Pursuant to Section 15146(b) of the Education Code, the Board hereby approves of the sale of the Bonds, by the County on behalf of the District, on a negotiated basis to the Underwriter. The District has determined that conditions in the municipal marketplace are sufficiently complex that the increased flexibility the Underwriter can provide in structuring and planning the sale of the Bonds dictates sale on a negotiated rather than a competitive basis. The costs of issuance of the Bonds, which include legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; financial advisor fees; rating agency fees and related travel expenses; and other fees and expenses incurred in connection with the issuance of the Bonds, are estimated at no more than \$275,000 or 0.36% of the principal amount of the Bonds.

Section 9. Designation of Finance Team. The Board hereby confirms the designation of Dale Scott & Company, as Financial Advisor and the law firm of Dannis Woliver Kelley as Bond Counsel and Disclosure Counsel to the District in connection with the authorization and issuance of the Bonds in accordance with the terms of the professional services agreements on file with such members of the finance team. Each Authorized Officer, or any designee thereof, are, and each of them acting alone is, hereby authorized to designate the Underwriter, which designation shall be conclusively evidenced by execution of the Purchase Agreement by an Authorized Officer.

Section 10. Due Authorization; Compliance with Law and the Constitution. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing and sale of the Bonds in order to make them the legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and met, in regular and due form as required by law; and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 11. Continuing Disclosure. The form of Continuing Disclosure Agreement appended to the Preliminary Official Statement on file with the Board in connection with the Bonds and to be dated the date of the Bonds, for the benefit of the registered owners from time to time of the Bonds (the "Owners") and beneficial owners of the Bonds is hereby approved and the Board hereby authorizes the Authorized Officer to execute such Continuing Disclosure Agreement with such changes therein as may be approved by the Authorized Officer. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Agreement in order to assist the Underwriter to comply with the requirements of the Rule. Any registered owner of Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section; however, noncompliance with this Section shall not constitute a default under this resolution or the County Resolution or cause the acceleration of the Bonds.

Section 12. Credit Enhancement. Should the Authorized Officer, upon consultation with and advice of the Underwriter and the Director of Finance, determine it is in the best interests of the District to obtain credit enhancement for the Bonds, including municipal bond insurance, to improve their marketability, the Authorized Officer is hereby authorized and directed to sign documents to secure such credit enhancement on such terms and subject to such conditions as may be established by the Authorized Officer, in agreements relating to such credit enhancement.

Section 13. Assistance of County. The County Board is hereby requested to issue the Bonds on behalf of the District pursuant to Education Code Section 15140 in order to

meet the requirements of law and the procedures of the County with respect to such a request, staff of the District is hereby directed to lodge a certified copy of this Resolution with the Clerk of the County Board, together with distribution instructions, and with the Superintendent of Schools of the County promptly following adoption hereof, and the District represents and warrants to the County that annual administrative expenses associated with the Bonds at the time outstanding shall be the sole responsibility of the District and the District shall reimburse the County's costs and expenses incurred in connection with the issuance and sale of the Bonds. The County will bear no responsibility for the acquisition, construction, improvement or installation of the Project, or any part thereof.

Section 14. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby. The Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the *ad valorem* taxes lawfully levied to pay the principal of or interest on the Bonds.

Section 15. Indemnification of County. The District shall indemnify the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demands, damages, liabilities and expenses (including attorney fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

Section 16. Payment and Security for the Bonds. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15250 et seq., to annually at the time of making the levy of taxes for County purposes, levy of taxes for County purposes, levy a continuing direct ad valorem tax for the fiscal year upon the taxable property in the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the interest and sinking fund for the Bonds administered by the County for the account of the District (the "Debt Service Fund") and available for such purpose, to pay the principal of, premium, if any, and interest on each Bond as each becomes due and payable. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The District hereby pledges as security for the Bonds and the interest thereon and the County shall deposit or cause to be deposited in the Debt Service Fund, the proceeds from the levy of the aforementioned tax which the County receives (the "Pledged Moneys"). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution and in the County Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

Section 17. Authorized Officers. Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions as may have heretofore been taken by such officers, officials and staff are hereby ratified, confirmed and approved.

The foregoing resolution was, on the 6th day of May, 2021, adopted by the Board of Education of the Sacramento City Unified School District at a regular meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

By: _____
President of the Board of Education

ATTEST:

By: _____
Secretary to the Board of Education

EXHIBIT A

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds: 2.60%
2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties: \$750,000
3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest: \$76,825,000
4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any): \$116,794,000

\$ _____
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2012 (MEASURE Q), 2021 SERIES G**

BOND PURCHASE AGREEMENT

_____, 2021

Board of Supervisors
County of Sacramento
915 I Street, 5th Floor
Sacramento, California 95814

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Ladies and Gentlemen:

The undersigned, [UNDERWRITER] (the "Underwriter"), acting on its own behalf and not as the County's or the District's (as defined herein) fiduciary or agent, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the County of Sacramento (the "County") and Sacramento City Unified School District (the "District"), which, upon the County's and the District's acceptance hereof, will be binding upon the County, the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the County and the District.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell, in the name and on behalf of the District, to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the "Bonds").

The Underwriter shall purchase the Bonds at a price of \$_____ (which is equal to the aggregate principal amount of the Bonds of \$_____, plus original issue premium of \$_____, less an Underwriter's discount of \$_____). [The District hereby directs the Underwriter to wire directly to _____ (the "Insurer") an amount equal to \$_____ consisting of the premium for an insurance policy (the "Policy") issued by the Insurer with respect to the Bonds]. At the request and on behalf of the District, the Underwriter will transfer \$_____ from the purchase price to U.S. Bank National Association for payment of costs of issuance on the Closing Date (as defined herein).

The County and the District acknowledge and agree that: (a) the purchase and sale of the Bonds under this Purchase Agreement is an arm's-length commercial transaction among the County, the District and the Underwriter; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the County or the District; (c) the Underwriter has not assumed a fiduciary responsibility in favor of the County or the District with respect to: (i) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (ii) any other obligation to the County or the District except the obligations expressly set forth in this Purchase Agreement; and (d) the County and the District have each consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with this transaction.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter's disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB").

Section 2. The Bonds. The Bonds shall be dated their date of delivery (the "Date of Delivery") and shall be payable as to interest on each February 1 and August 1, commencing [February 1, 2022]. The Bonds shall bear interest at the rates, shall mature on the dates and in the years, and shall be subject to redemption, as shown on Appendix A hereto which is incorporated herein by reference, and shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District adopted on _____, 2021 (the "District Resolution") and the Resolution of the Board of Supervisors of the County adopted on _____, 2021 (the "County Resolution" and together with the District Resolution, the "Resolutions") and Section 53506 et Seq. of the Government Code of the State of California (the "State"), Section 15100 et seq. of the Education Code of the State of California and other applicable law (collectively, the "Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement or, if not defined in the Official Statement, in the County Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). The Bonds shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple thereof. The Director of Finance of the County of Sacramento shall act as the initial paying agent for the Bonds (the "Paying Agent").

The proceeds of the Bonds will be applied by the District to finance certain capital improvements for the District as specified in the District bond proposition submitted to the voters at the November 6, 2012 election (the "Election").

Section 3. Use of Documents. The County and the District hereby authorize the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Continuing Disclosure Agreement (defined herein), the Preliminary Official Statement (defined below) and the Official Statement and the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the County or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, except as such other documents shall otherwise provide. The Resolutions, Purchase Agreement, Continuing Disclosure Agreement and Official

Statement are collectively referred to as the "Legal Documents." The County and the District do not object to distribution of the Official Statement in electronic form.

Section 4. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover pages of the Official Statement and as set forth in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as they deem necessary in connection with the marketing of the Bonds; provided that the Underwriter shall not change the interest rates on the Bonds set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

Section 5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2021 (the "Preliminary Official Statement"). The District represents that it has deemed the Preliminary Official Statement to be final, except for either revision or addition of the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first-class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined below).

Section 6. Closing. At 9:00 a.m., California time, on _____, 2021 or at such other time or on such other date as shall have been mutually agreed upon by the County, the District and the Underwriter (the "Closing" or the "Closing Date"), the County will deliver, or cause to be delivered, to the Underwriter, through the facilities of DTC, or as the County, the District and the Underwriter may otherwise mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Dannis Woliver Kelley ("Bond Counsel"), in Sacramento, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to or upon the order of the District.

Section 7. Establishment of Issue Price.

(a) The Underwriter agrees to assist the County and the District in establishing the issue price of the Bonds and shall execute and deliver to the County and the District at Closing

an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County, the District, and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group

and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each

such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a unified school district duly organized and validly existing under the laws of the State, with full legal power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into the Legal Documents to which it is a party, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds and the Legal Documents to which the District is a party have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **Internal Revenue Code.** The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax, of the interest on the Bonds.

(e) **No Conflicts.** To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the Legal Documents to which the District is a party and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) **Litigation.** As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the application of the proceeds of the sale of the Bonds, or the collection or levy of taxes contemplated by the Resolutions and available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the District or its authority with respect to the Bonds or the Legal Documents to which the District is a party or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the Legal Documents, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) **No Other Debt.** Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body, including the County, on behalf of the District will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(h) **Certificates.** Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) **Continuing Disclosure.** At or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"). The Continuing Disclosure Agreement shall comply with the provisions of the Rule and be substantially in the form attached to the Preliminary Official Statement and Official Statement in Appendix D. Except as otherwise described in the Official Statement, the District has not failed during the previous five years to comply in all material

respects with any previous undertakings in a written Continuing Disclosure Agreement or agreement under the Rule.

(j) **Official Statement Accurate and Complete.** The Preliminary Official Statement, as of its date and at the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the date of Closing Date, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (g) of Section 11 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) **Financial Statements of District.** The financial statements of the District contained in the Preliminary Official Statement and final Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the District.

(l) **Levy of Tax.** The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds.

Section 9. Representations and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The County is a political subdivision duly organized and validly existing under the laws of the State, with full legal power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into the Legal Documents to which it is a party, to adopt the County Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents to which it is a party; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Bonds and the Legal Documents to which the County is a party have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) assuming due authorization, execution and delivery by the other parties thereto, this Purchase Agreement constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) **Consents.** To the best knowledge of the County, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected

or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof. The County gives no representation or warranty with regard to compliance with Blue Sky or similar securities laws or requirements.

(d) **No Conflicts.** To the best knowledge of the County, the issuance of the Bonds, and the execution, delivery and performance of the Legal Documents to which the County is a party and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the County, a material violation of or material default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a material violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) **Litigation.** As of the time of acceptance hereof, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the application of the proceeds of the sale of the Bonds, or the collection or levy of taxes contemplated by the County Resolution and available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the County or its authority with respect to the Bonds or the Legal Documents to which the County is a party or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the County or the consummation of the transactions contemplated by the Legal Documents, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) **[Reserved].**

(g) **Certificates.** Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

(h) **Levy of Tax.** The County hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds.

Section 10. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and the Underwriter is duly authorized to take any action under this Purchase Agreement required to be taken of them.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the County or the District.

(c) The Underwriter has not paid or agreed to pay, nor will they pay or agree to pay, any entity, company, firm, or person (including, but not limited to any officer, agent or employee of the County or the District), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement;

(d) The Underwriter has, and has had, no financial advisory relationship with the County or the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(e) The Underwriter represents that they are each licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

Section 11. Covenants of the County and the District. The County and the District covenant and agree with the Underwriter that:

(a) **Securities Laws.** The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request, at the Underwriter's cost and expense, in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions; provided, however, that neither the County nor the District shall be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) **Application of Proceeds.** The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolutions.

(c) **Official Statement.** The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) **Subsequent Events.** The County and the District hereby agree to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the County or the District until the date which is 30 days following the Closing.

(e) **Filings.** The County and the District authorize the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 11(g) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined below), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter shall also make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

(f) **References.** References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(g) **Amendments to the Official Statement.** During the period ending on the twenty-fifth day after the End of the Underwriting Period (or such other period as may be agreed to by the County, the District and the Underwriter), neither the County nor the District (i) shall supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter, provided that the Underwriter may not unreasonably withhold such approval and that the Underwriter may not object to such amendments or supplements if they result in a correction of the Official Statement; and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the County or the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the Closing Date; or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the County, the District and the Underwriter, the County and the District may assume that the End of the Underwriting Period is the Closing Date.

Section 12. Underwriter's Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(a) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter,

and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(b) the certification of the Underwriter regarding the prices at which the Bonds have been reoffered to the public, in form satisfactory to Bond Counsel, as described in this Purchase Agreement.

Section 13. Indemnification. The District agrees to, and shall indemnify, the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demand, damages, liabilities and expenses (including attorneys' fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

Section 14. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) **Representations True.** The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the Closing Date; and the County and the District shall be in compliance with each of the agreements made by them in this Purchase Agreement.

(b) **Obligations Performed.** At the time of the Closing, (i) the Official Statement and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of its obligations required under or specified in the Legal Documents, the Continuing Disclosure Agreement or the Official Statement to be performed at or prior to the Closing.

(c) **Adverse Rulings.** No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) **Marketability.** The Underwriter shall have the right to cancel the Underwriter's obligation to purchase the Bonds if, between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(i) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or

introduced in the Congress or recommended for passage by the President of the United States or a member of the President's Cabinet (by press release, other form of notice or otherwise), or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service (the "IRS"), with the purpose or effect, directly or indirectly, of changing, directly or indirectly, the federal income tax consequences or State tax consequences of the interest on the Bonds or of obligations of the general character of the Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or would be in violation of any provision of the federal securities laws;

(ii) any outbreak or escalation or hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency, calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York State or California authorities having appropriate jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(vii) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(viii) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(ix) the suspension by the SEC of trading of any outstanding securities of the District;

(x) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(xi) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(xii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in either such event, the County or the District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(xiii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xiv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred.

(e) ***Delivery of Documents.*** At or prior to the Closing Date, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) *Opinions.*

(A) *Opinion of Bond Counsel.* (I) An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the Closing Date, addressed to the County and the District, in substantially the form set forth in Appendix A of the Preliminary Official Statement and the Official Statement and (II) a reliance letter from Bond Counsel to the effect that the Underwriter may rely upon such approving opinion of Bond Counsel.

(B) *Supplemental Opinion of Bond Counsel.* Supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:

(1) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "TAX MATTERS," "CONTINUING DISCLOSURE" and APPENDIX A - "Forms of Bond Counsel Opinion" to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Agreement, and the form and content of Bond Counsel's approving opinion with respect to the Bonds, fairly and accurately summarize the matters purported to be summarized therein; provided further that Bond Counsel need not express any opinion with respect to any financial or statistical data, or information concerning The Depository Trust Company or related to its book-entry-only system;

(2) assuming due authorization, execution and delivery by the other parties, the Continuing Disclosure Agreement, the Paying Agent Agreement, and this Purchase Agreement have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(3) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(C) *Disclosure Counsel Opinion.* The opinion of Dannis Woliver Kelley dated the Closing Date and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the financial advisor to the District, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices B, C, E and F, or any information about DTC, its book-entry-only system, [or the Insurer] included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(D) *Underwriter's Counsel Opinion.* The opinion of _____, [City], [State], counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(ii) *District Certificates.* A certificate signed by appropriate officials of the District to the effect that (A) such officials are authorized to execute this Purchase Agreement; (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date; (C) the District has complied with all the terms of the Legal Documents to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect; (D) no litigation is pending or to the best of the District's knowledge, threatened (either in State or federal courts) (i) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (ii) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Legal Documents or the Continuing Disclosure Agreement or (iii) in any way contesting the existence or powers of the District; (E) such District officials have reviewed the Preliminary Official Statement and the Official Statement and on such basis certify that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date, does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading (excluding therefrom information regarding DTC and its book-entry only system); and (F) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolutions.

(iii) *County Certificates.* A certificate signed by an appropriate official of the County in form and substance satisfactory to the Underwriter to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all of the terms of the Legal Documents to which it is a party and such Legal Documents are in full force and effect as of the date of this Purchase Agreement and as of the Closing Date, (iv) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof in the County Resolution;

(iv) *Paying Agent Certificate.* A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, no litigation is pending or, to the best of Paying Agent's knowledge, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the authentication and delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent.

(v) *Tax Certificate.* A non-arbitrage tax certificate of the District in form satisfactory to Bond Counsel.

(vi) *Ratings.* Evidence satisfactory to the Underwriter that the Bonds shall have been rated "___" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") [based upon the issuance of the Policy by the Insurer at Closing and "___" by S&P without regards to the Policy,] and rated "___" by Fitch Ratings, and that such ratings have not been revoked or downgraded.

(vii) *District Resolution.* A certificate, together with fully executed copies of the District Resolution, of the Secretary to or the Clerk of the District's Board of Education to the effect that:

(A) such copies are true and correct copies of the District Resolution;
and

(B) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(viii) *County Resolution.* A certificate, together with fully executed copies of the County Resolution, of the Secretary to or the Clerk of the County Board of Supervisors to the effect that:

(A) such copies are true and correct copies of the County Resolution;
and

(B) the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(ix) An opinion of County Counsel, addressed to the Underwriter, substantially in the form of Appendix B hereto.

(x) *Official Statement.* A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule.

(xi) *Continuing Disclosure Agreement.* An executed copy of the Continuing Disclosure Agreement, substantially in the form presented in the Official Statement as Appendix D thereto.

(xii) *Paying Agency Agreement.* An executed copy of the Paying Agency Agreement.

(xiii) *Form 8038-G.* Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(xiv) *[Policy.* The Policy issued by the Bond Insurer, together with such certificates and opinions from the Bond Insurer as Bond Counsel and the Underwriter may reasonably request.]

(xv) *CDIAC Statements.* A copy of the filings with the California Debt and Investment Advisory Commission pursuant to the applicable provisions of the California Government Code.

(xvi) *Other Documents.* Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence: (A) compliance by the County and the District with legal requirements; (B) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement; and (C) the due performance or satisfaction by the County and the District

at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County and the District.

(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the County to the Underwriter as provided in Section 6 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 18 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

Section 15. Conditions to Obligations of the District. The performance by the County and the District of their obligations is conditioned upon (a) the performance by the Underwriter of their obligations hereunder, and (b) receipt by the County, the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

Section 16. Expenses. Except as herein described, all expenses and costs of the District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriter shall be paid for by the District from proceeds of the Bonds including, without limitation: (a) the cost of the preparation and reproduction of the Resolutions; (b) the fees and disbursements of Bond Counsel and Disclosure Counsel; (c) the cost of the preparation, printing and delivery of the Bonds; (d) the fees, if any, for Bond ratings, including all necessary travel expenses; (e) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (f) the initial fees of the Paying Agent; (g) the fees and disbursements of the District's financial advisor; (i) County costs and expenses, if any, and (i) all other fees and expenses incident to the issuance and sale of the Bonds, except for as provided below.

Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the fees and disbursements of Underwriter's Counsel, the California Debt and Investment Advisory Commission fee, and CUSIP Bureau registration fees, travel and other expenses (except those expressly provided above), without limitation.

Notwithstanding Section 13(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in this Section 15 above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

Section 17. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph

hereof) may be given by delivering the same in writing if to the County, to the Office of the Treasurer-Tax Collector, 915 I Street, Sacramento, California 95814, if to the District, to the Superintendent at the address set forth on the first page hereof, or if to the Underwriter, to [UNDERWRITER], [address], Suite _____, [CITY], California _____, Attention: _____, Managing Director.

Section 18. Parties in Interest; Survival of Representations and Warranties.

This Purchase Agreement when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement between the County, the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). The term "successor" shall not include any owner of any Bonds merely by virtue of such ownership. No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the County and the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 19. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 20. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

Section 21. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

Section 22. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[Remainder of page intentionally left blank.]

Section 23. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

[UNDERWRITER], as Underwriter

By _____
[Managing Director]

The foregoing is hereby agreed to and accepted
at _____ P.M. Pacific Time, this ____ day
of _____, 2021:

COUNTY OF SACRAMENTO

By _____
Authorized Representative

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By _____
Superintendent

APPENDIX A

**INTEREST RATES, REOFFERING YIELDS, MATURITIES, AND
REDEMPTION PROVISIONS**

\$_____
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Sacramento County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2012 (MEASUREQ), 2021 SERIES G

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Sold</u>	<u>Hold the Offering Price</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	---------------------	--

^T Term bonds.
* Priced to par call on August 1, 20__.

TERMS OF REDEMPTION

Optional Redemption

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on August 1, 20__, may be redeemed before maturity at the option of the District, as a whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption

The Bonds maturing August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each Mandatory Sinking Fund Payment Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed
_____	_____

*Maturity.

In the event that a portion of the Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Bonds optionally redeemed.

APPENDIX B

OPINION OF COUNTY COUNSEL

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

[UNDERWRITER]
[STREET ADDRESS]
[CITY], [STATE] [ZIP]

Ladies and Gentlemen,

This opinion is rendered and delivered in connection with the issuance by the Board of Supervisors of the County of Sacramento (the "County") on behalf of Sacramento City Unified School District (the "District") of \$_____ aggregate principal amount of bonds designated "Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G" (the "Bonds"). The Bonds are issued pursuant to a Resolution of the Board of Education of the District adopted on _____, 2021 (the "District Resolution") and a Resolution of the Board of Supervisors of the County adopted on _____, 2021 (the "County Resolution").

In rendering this opinion, we have examined the District Resolution, the County Resolution and the Bond Purchase Agreement, dated _____, 2021 ("Purchase Agreement"), by and between the County, the District and [_____] and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

Having reviewed these documents and other information we have deemed relevant to the preparation of this opinion, it is our opinion that:

1. The County is a political subdivision duly organized and existing under the Constitution and the laws of the State of California;
2. The County Resolution approving and authorizing the issuance of the Bonds and the execution and delivery of the Purchase Agreement was duly adopted at a meeting of the Board of Supervisors of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof;
3. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against the County (1) affecting the existence of the County or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution of the Purchase Agreement or the issuance and sale of the Bonds; (2) affecting delivery of the Bonds; (3) in any way contesting or affecting the validity

or enforceability of the Bonds, the Purchase Agreement, the County Resolution or the Bonds; (4) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under any the County Resolution or the Purchase Agreement; or (5) seeking to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds;

4. To the best of our knowledge, the obligations of the County under the Bonds, and the execution of and performance of the provisions of the Purchase Agreement, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation court order or consent decree to which the County is subject; and

5. The Bonds have been duly authorized by the County and the Purchase Agreement has been duly authorized by the County, and assuming due authorization, execution and delivery by the other parties thereto and of issuance of the Bonds by the County, and upon due authentication by the Paying Agent of and receipt of payment for the Bonds, the Bonds and the Purchase Agreement will constitute legal, valid and binding agreements of the County enforceable against the County in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against school districts in the state of California.

With respect to the opinions we have expressed above, enforcement of the rights and obligations under the County Resolution, the Purchase Agreement and the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles if equitable remedies are sought, and by limitations on legal remedies imposed in actions against public entities in the State. We express no opinion as to the availability of equitable remedies in connection with the enforcement of the County Resolution, the Purchase Agreement or the Bonds.

Very truly yours,

[County Counsel]

APPENDIX C

FORM OF ISSUE PRICE CERTIFICATE

[UNDERWRITER] (the "**Underwriter**") hereby certifies and represents the following with respect to the Sacramento City Unified School District General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the "**Bonds**"), in the aggregate initial principal amount of \$_____ :

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective prices shown on Schedule A hereto.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated _____, 2021, by and between the District and Underwriter, Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Board of Supervisors of the County of Sacramento.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2021.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only as to facts in existence on the date hereof. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Section 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, or the application of any laws to these facts. Underwriter understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dannis Woliver Kelley, Special Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The Certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

Dated: _____, 2021

[UNDERWRITER]

By _____
[Managing Director]

SCHEDULE A

**Sale Prices of the General Rule Maturities
And
Initial Offering Prices of the Hold-the-Offering Price Maturities**

Schedule B
Pricing Wire or Equivalent Communication
[attached]

NEW ISSUE – BOOK ENTRY ONLY

RATING: Moody's: “___”
(See “RATING” herein.)

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolutions authorizing the Bonds and subject to the matters set forth under “TAX MATTERS” herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. See “TAX MATTERS” herein.



\$77,100,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS,
ELECTION OF 2012 (MEASURE Q),
2021 SERIES G**

\$38,000,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2021 GENERAL OBLIGATION
REFUNDING BONDS**

Dated: Date of Delivery

Due: July 1 and August 1, as shown on inside cover pages.

The Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) are being issued by the County of Sacramento (“County”), for and on behalf of the Sacramento City Unified School District (the “District”), to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) to pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Projects.” The Series G Bonds were authorized at an election within the District held on November 6, 2012 (the “Election”) at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of \$346,000,000 aggregate principal amount of general obligation bonds of the District (the “Authorization”). The Series G Bonds are the seventh and final series of general obligation bonds issued under the Authorization.

The Sacramento City Unified School District 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series G Bonds, the “Bonds”) are being issued by the District to (i) refund certain maturities of the District’s outstanding 2011 General Obligation Refunding Bonds and (ii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Refunding.” The Series G Bonds and the Refunding Bonds are issued on a parity basis with each other and with all other outstanding general obligation bonds of the District.

The Bonds are general obligations of the District only and are not obligations of the County, the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except for certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property of the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Series G Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022. Interest on the Refunding Bonds is payable on January 1 and July 1 of each year, commencing January 1, 2022. See “THE BONDS” herein.

The Bonds will be issued in book-entry form only, in denominations of \$5,000 or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by the Sacramento County Director of Finance, as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry Only System.”

The Series G Bonds are subject to redemption prior to maturity as described herein. The Refunding Bonds are not subject to redemption prior to maturity. See “THE BONDS – Redemption” herein.

MATURITY SCHEDULE
On Inside Cover Pages

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, Long Beach, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, Long Beach, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, _____, [City], [State]. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about _____, 2021.

[UNDERWRITER LOGO]

The Date of this Official Statement is: _____, 2021.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

MATURITY SCHEDULE

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
General Obligation Bonds,
Election of 2012 (Measure Q), 2021 Series G

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP (785870)</u>
--------------------------------	-----------------------------	--------------------------	--------------	---------------------------

\$ _____ % Term Bonds due August 1, 20__ ; Yield _____ %, CUSIP¹ 785870 _____

MATURITY SCHEDULE

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2021 General Obligation Refunding Bonds

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP¹ (785870)</u>
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento County, State of California

Board of Education

Christina Pritchett, *President, Trustee Area 3*
Lisa Murawski, *1st Vice President, Trustee Area 1*
Darrel Woo, *2nd Vice President, Trustee Area 6*
Leticia Garcia, *Member, Trustee Area 2*
Jamee Villa, *Member, Trustee Area 4*
Chinua Rhodes, *Member, Trustee Area 5*
Lavinia Grace Phillips, *Member, Trustee Area 7*

District Administrators

Jorge A. Aguilar, *Superintendent*
Lisa Allen, *Deputy Superintendent*
Adrian Vargas, *Assistant Superintendent of Business Services*
Christine Baeta, *Chief Academic Officer*
Rose F. Ramos, *Chief Business Officer*
Tara Gallegos, *Chief Communications Officer*
Robert Lyons, Ed.D., *Chief Information Officer*
Vincent Harris, *Chief Continuous Improvement and Accountability Officer*
Cancy McArn, *Chief Human Resources Officer*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Dannis Woliver Kelley
Long Beach, California

Financial Advisor

Dale Scott & Company
San Francisco, California

Paying Agent

Sacramento County Director of Finance
Sacramento, California

Escrow Agent

U.S. Bank National Association
San Francisco, California

Verification Agent

Causey, Demgen & Moore
Denver, Colorado

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No dealer, broker, salesperson or other person has been authorized by the Sacramento City Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of Sacramento, the County of Sacramento has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "THE SACRAMENTO COUNTY INVESTMENT POOL."

The Underwriter has provided the following sentence for inclusion in this Official Statement. "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

\$77,100,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**
(Sacramento County, California)
**GENERAL OBLIGATION BONDS,
ELECTION OF 2012 (Measure Q), 2021 SERIES G**

\$38,000,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**
(Sacramento County, California)
2021 GENERAL OBLIGATION REFUNDING BONDS

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The Sacramento City Unified School District (the “District”) proposes to issue \$77,100,000* aggregate principal amount of its General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) under and pursuant to a bond authorization (the “Authorization”) for the issuance and sale of not more than \$346,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the proposition at a general election held on November 6, 2012 (the “Election”). The Series G Bonds are the seventh series of general obligation bonds issued under the Authorization and, subsequent to the issuance of the Series G Bonds, no* general obligation bonds will remain for issuance pursuant to the Authorization.

Proceeds from the sale of the Series G Bonds will be used to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) to pay certain costs of issuance associated therewith. See “PLAN OF FINANCE – The Projects” herein.

The District also proposes to issue \$38,000,000* aggregate principal amount of its 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and together with the Series G Bonds, the “Bonds”) in order to (i) refund a portion of its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”), originally issued on June 30, 2011, and (ii) pay all legal, financial and contingent costs in connection with the issuance of the Refunding Bonds. See “PLAN OF FINANCE – The Refunding” herein. The 2011 Refunding Bonds were issued to refund (i) certain general obligation bonds of the District issued pursuant to an authorization (the “1999 Authorization”) for the issuance and sale of not to exceed \$195,000,000 of general obligation bonds approved by more than 2/3 of the qualified voters of the District voting on the proposition at a general election held on October 19, 1999, and (ii) certain general obligation refunding bonds of the District which refunded general obligation bonds issued under the 1999 Authorization. Refunding bonds are not counted against the 1999 Authorization amount and therefore, the District may issue the Refunding Bonds, as well as additional refunding bonds in the future, to refund outstanding general obligation bonds issued pursuant to the 1999 Authorization.

The Bonds are issued on a parity basis with each other and all outstanding general obligation bonds of the District.

Registration

The Sacramento County Director of Finance (the “Director of Finance”) will act as the paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New

* Preliminary; subject to change.

York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

The District

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and is the 13th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capitol of the State, the City of Sacramento (the “City”). The District operates 42 elementary schools for grades K-6, seven K-8 schools, six middle schools for grades 7-8, two middle/high schools for grades 7-12, seven comprehensive high schools for grades 9-12, three alternative schools, two special education centers, two adult education centers, 15 charter schools (including five dependent charter schools) and 42 children’s centers/preschools. The ADA at second principal apportionment for the District for fiscal year 2020-21 is estimated to be 38,220 students and the District has a 2020-21 total assessed valuation of \$40,429,259,236. The audited financial statements for the District for the fiscal year ended June 30, 2020 are attached hereto as APPENDIX B. For further information concerning the District, see “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT” herein.

The District is governed by a seven-member Board of Education (the “Board”), each member of which is elected by trustee areas to a four-year term. Elections for positions to the Board are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a Superintendent appointed by the Board who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. See “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT – Board of Education” and “ – Key Personnel” herein.

Additionally, for information regarding the impact of the Coronavirus Disease 2019 (“COVID-19”) pandemic on (i) the security and sources of repayment of the Bonds, see “SECURITY FOR THE BONDS – Assessed Valuations” and (ii) the District’s finances and revenues, see “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” and “ – Effect of COVID-19 Response on California School Districts” herein.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal and interest on the Bonds when due. See “SECURITY FOR THE BONDS” and “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See “THE BONDS – Continuing Disclosure Agreement,” “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

Professionals Involved in the Offering

Dannis Woliver Kelley, Long Beach, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. U.S. Bank National Association, San Francisco, California, is acting as escrow agent for the Bonds. Dale Scott & Company, San Francisco, California, is acting as Financial Advisor to the District in connection with the issuance of the Bonds. _____, [City], [State], is acting as counsel to the Underwriter with respect to the Bonds. The above professionals will receive compensation from the District contingent upon the sale and delivery of the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about _____, 2021.

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Series G Bonds are being issued by the County on behalf of the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State of California (the “Government Code”) (commencing with Section 53506) and pursuant to a resolution of the Board adopted on _____, 2021 and a Resolution of the Board of Supervisors of the County (the “County Board”) adopted on _____, 2021 (together, the “Series G Resolution”).

The Refunding Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Articles 9 and 11 of the Government Code (commencing with Section 53550) and pursuant to a resolution of the Board adopted on _____, 2021 (the “Refunding Resolution” and together with the Series G Resolution, the “Resolutions”).

Purpose of Issue

The net proceeds of the Series G Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes updating classrooms, science labs, computer systems and technology; renovating heating and ventilation systems; reducing costs through energy efficiency; improving student safety and security systems; repairing roofs, floors, walkways, bathrooms, electrical, plumbing and sewer systems. See “PLAN OF FINANCE – The Projects” herein.

The net proceeds of the Refunding Bonds will be applied to refund a portion of the 2011 Refunding Bonds. See “PLAN OF FINANCE – The Refunding” herein.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of \$5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by the Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM” herein.

Payment of the Bonds

Interest on the Series G Bonds is payable commencing February 1, 2022, and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date” with respect to the Series G Bonds). Interest on the Refunding Bonds is payable commencing January 1, 2022, and semiannually thereafter on January 1 and July 1 of each year (each, an “Interest Payment Date” with respect to the Refunding Bonds). The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the “Record Date”). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered prior to the close of business on January 15, 2022, with respect to the Series G Bonds, and December 15, 2021, with respect to the Refunding Bonds, in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent

sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption*

Series G Bonds

Optional Redemption. The Series G Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Series G Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Series G Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed
--	------------------------------------

In the event that a portion of the Series G Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Series G Bonds optionally redeemed.

Refunding Bonds

No Redemption. The Refunding Bonds are not subject to redemption prior to their stated maturity dates.

Selection of Series G Bonds for Redemption

Whenever provision is made for the redemption of Series G Bonds and less than all outstanding Series G Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Series G Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Series G Bonds

* Preliminary; subject to change.

for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Series G Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice of the redemption of the Series G Bonds at least 20 but not more than 60 days prior to the redemption date to the respective Owners of Series G Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Series G Bonds or designated portions thereof (in the case of redemption of the Series G Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Series G Bonds to be redeemed, (f) the numbers of the Series G Bonds to be redeemed in whole or in part and, in the case of any Series G Bond to be redeemed in part only, the principal amount, as appropriate, of such Series G Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Series G Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Series G Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Series G Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Right to Rescind Notice of Redemption

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series G Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and interest and any premium due on the Series G Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series G Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

Effect of Notice of Redemption

Notice having been given as required in the Series G Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, the Series G Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series G Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Series G Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways: (a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable; (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or (c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the respective Resolution, in trust, lawful money or non-callable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; then all obligations of the District and the Paying Agent under the respective Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the respective Resolution.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of \$5,000 Principal Amount or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX F hereto.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to

provide certain information as set forth therein. See “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

<i>Sources of Funds</i>	<u>Series G Bonds</u>	<u>Refunding Bonds</u>	<u>Total</u>
Principal Amount of Bonds			
[Net] Original Issue Premium			
Total Sources			
<i>Uses of Funds</i>			
Deposit to Escrow Fund			
Deposit to Building Fund			
Deposit to Debt Service Fund			
Costs of Issuance ⁽¹⁾			
Total Uses			

⁽¹⁾ Includes Underwriter’s discount, Bond and Disclosure Counsel fees, financial advisory fees, paying agent and escrow agent fees, rating agency fees, verification agent fees, and other costs of issuance.

District Investments

The Director of Finance manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the Director of Finance by school and community college districts located in the County, various special districts, and some cities within the State of California. State law generally requires that all moneys of the County, school and community college districts and certain special districts located in the County be held in the County Treasury. The County invests moneys of school and community colleges over which it has jurisdiction in its pooled investment fund (the “Investment Pool”).

The composition and value of investments under management in the Investment Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the Investment Pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. For a further discussion of the Investment Pool, see the caption “THE SACRAMENTO COUNTY INVESTMENT POOL” herein.

The net proceeds from the sale of the Series G Bonds (other than premium) shall be paid to the County to the credit of the Sacramento City Unified School District Building Fund (the “Building Fund”) established pursuant to the Series G Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the Projects (as described below). Any premium or accrued interest received by the District from the sale of the Series G Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either the Building Fund or the Debt Service Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Debt Service Fund will be invested by the Director of Finance.

DEBT SERVICE SCHEDULE

The following table summarizes the annual principal and interest payments on the Bonds, assuming no optional redemption.

ANNUAL DEBT SERVICE ON THE BONDS

Bond Year Ending ¹	Series G Bonds		Refunding Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
Total					

¹ The bond year ends August 1 in each year with respect to the Series G Bonds and July 1 in each year with respect to the Refunding Bonds.

The table on the following page shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising the General Obligation Bonds, Election of 2002, Series 2007 ("2002 Series 2007 Bonds"), the General Obligation Bonds, Election of 2012 (Measures Q and R), 2013 Series A ("2013 Series A Bonds"), the General Obligation Bonds, Election of 2012 (Measures Q and R), 2013 Series B ("2013 Series B Bonds"), the 2011 General Obligation Refunding Bonds ("2011 Refunding Bonds"), the 2012 General Obligation Refunding Bonds ("2012 Refunding Bonds"), the 2014 General Obligation Refunding Bonds ("2014 Refunding Bonds"), the 2015 General Obligation Refunding Bonds ("2015 Refunding Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2015 Series C ("2015 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D ("2016 Series D Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E ("2017 Series E Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C ("2017 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2018 Series F ("2018 Series F Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D ("2019 Series D Bonds"), the Series G Bonds and the Refunding Bonds.

The 2011 Refunding Bonds are expected to be refunded in part by the Refunding Bonds described herein. See "PLAN OF FINANCE- The Refunding."

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Total Annual Debt Service
Outstanding General Obligation Bonds

Period Ending ⁽¹⁾	2002 Series 2007 Bonds ⁽²⁾	2013 Series A Bonds ⁽³⁾⁽⁴⁾	2013 Series B Bonds ⁽³⁾⁽⁵⁾	2011 General Obligation Refunding Bonds ⁽²⁾	2012 General Obligation Refunding Bonds ⁽²⁾	2014 General Obligation Refunding Bonds ⁽²⁾	2015 General Obligation Refunding Bonds ⁽²⁾	2015 Series C Bonds ⁽³⁾	2016 Series D Bonds ⁽³⁾	2017 Series E Bonds	2017 Series C Bonds	2018 Series F Bonds	2019 Series D Bonds	The Bonds	Total
2021	-	\$966,738	\$3,926,667	\$7,266,875	\$10,539,713	\$4,914,350	\$4,309,500	\$4,687,850	\$805,000	\$5,652,850	\$596,600	\$236,900	\$6,267,575		
2022	-	965,538	3,926,667	7,265,875	10,342,713	5,100,600	4,556,750	4,687,250	808,000	5,659,650	593,800	181,980	1,235,575		
2023	\$5,065,000	968,738	3,926,667	7,267,125	6,637,963	5,294,100	929,000	4,688,650	811,400	5,653,250	595,800	528,290	1,236,375		
2024	5,225,000	966,138	3,926,667	7,269,875	6,880,838	5,488,600	929,000	4,686,400	807,700	5,654,250	595,300	665,990	1,236,375		
2025	5,510,000	968,388	3,926,667	7,268,375	6,665,350	5,698,100	929,000	4,684,150	808,900	5,655,250	594,300	-	1,235,575		
2026	5,725,000	969,388	3,926,667	7,267,125	6,765,100	5,910,850	929,000	4,686,650	806,900	5,661,000	592,800	-	1,238,975		
2027	6,280,000	967,875	3,926,667	2,280,775	10,584,100	6,125,600	929,000	4,688,400	808,500	5,656,000	595,800	-	1,236,375		
2028	6,525,000	970,050	3,926,667	4,136,825	9,197,300	-	6,629,000	4,684,150	809,300	5,660,500	593,050	-	1,237,975		
2029	6,765,000	965,650	3,926,667	1,440,075	11,902,100	-	6,829,000	4,683,900	809,300	5,653,750	594,800	-	1,238,575		
2030	7,015,000	969,388	3,926,667	-	8,926,500	-	7,029,750	4,687,150	808,500	5,656,000	595,800	-	1,238,175		
2031	9,525,000	967,388	3,926,667	-	9,072,000	-	-	4,688,400	806,900	5,659,400	594,000	-	1,235,175		
2032	9,860,000	968,263	3,926,667	-	-	-	-	4,687,400	809,500	5,658,200	591,800	-	1,235,675		
2033	-	967,300	3,926,667	-	-	-	-	4,683,900	811,100	5,657,400	594,200	-	1,234,425		
2034	-	969,500	3,926,667	-	-	-	-	4,687,650	806,700	5,656,800	596,000	-	1,236,375		
2035	-	966,500	3,926,667	-	-	-	-	4,687,900	811,500	5,661,200	592,200	-	1,236,875		
2036	-	966,750	3,926,667	-	-	-	-	4,684,400	811,700	5,660,200	593,000	-	1,236,875		
2037	-	965,000	3,926,667	-	-	-	-	4,685,400	811,300	5,658,800	593,200	-	1,236,375		
2038	-	967,396	3,738,333	-	-	-	-	4,685,200	810,300	5,656,800	592,800	-	1,234,325		
2039	-	-	-	-	-	-	-	4,688,600	808,700	5,659,000	591,800	-	1,236,750		
2040	-	-	-	-	-	-	-	4,685,200	811,500	5,655,000	595,200	-	1,236,350		
2041	-	-	-	-	-	-	-	-	808,550	5,659,800	592,800	-	1,238,750		
2042	-	-	-	-	-	-	-	-	-	5,657,800	594,800	-	1,235,250		
2043	-	-	-	-	-	-	-	-	-	5,654,000	596,000	-	1,236,000		
2044	-	-	-	-	-	-	-	-	-	5,658,200	591,400	-	1,235,850		
2045	-	-	-	-	-	-	-	-	-	5,654,800	596,200	-	1,234,800		
2046	-	-	-	-	-	-	-	-	-	5,653,800	595,000	-	1,237,850		
2047	-	-	-	-	-	-	-	-	-	5,659,850	592,250	-	1,234,850		
2048	-	-	-	-	-	-	-	-	-	-	-	-	1,235,950		
2049	-	-	-	-	-	-	-	-	-	-	-	-	1,236,000		
Total ⁽⁶⁾	\$67,495,000	\$17,416,538	\$70,491,672	\$51,462,925	\$97,513,677	\$38,532,200	\$33,999,000	\$93,728,600	\$16,991,250	\$152,745,567	\$16,042,717	\$1,615,178	\$40,886,050		

- (1) July 1, except as otherwise noted.
 - (2) January 1 and July 1 payments.
 - (3) February 1 and August 1 payments.
 - (4) Debt service shown for periods ending August 1, 2020-2037, and July 1, 2038.
 - (5) Debt service not net of Qualified School Construction Bonds (QSCB) subsidy payments.
- Columns may not sum to totals due to rounding.

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

The District received authorization to issue \$346,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on November 6, 2012. Subsequent to the issuance of the Series G Bonds, no general obligation bonds will remain for issuance under the Authorization*. The District is authorized to issue refunding bonds to refund its outstanding general obligation bonds (including general obligation refunding bonds) under the Government Code (commencing with section 53550 thereof).

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the

* Preliminary; subject to change.

Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolutions, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the “Pledged Moneys”). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District, payable solely from Pledged Moneys and do not constitute an obligation of the County except as provided in the Resolutions. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

PLAN OF FINANCE

The Projects

The District will apply the net proceeds of the Series G Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list.

The “Smaller Classes, Safer Schools, and Financial Accountability Act,” a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Series G Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Series G Bonds, which was then submitted to the voters at the Election (the “Project List”). The District will prioritize and may not undertake to complete all components of the Project List.

The Refunding

The District intends to apply the net proceeds of the sale of the Refunding Bonds to (i) refund the 2011 Refunding Bonds maturing on July 1, 2022 through July 1, 2029, inclusive (the “Refunded Bonds”), and (ii) pay the costs of issuance of the Refunding Bonds.

Upon the issuance of the Refunding Bonds, the District will deposit the net proceeds of the Refunding Bonds into an Escrow Fund (the “Escrow Fund”) established pursuant to the Escrow and Deposit Agreement, by and between the District and U.S. Bank National Association, as escrow agent (the “Escrow Agent”) thereunder, in order to redeem the Refunded Bonds on July __, 2021* (the “Redemption Date”), at a redemption price equal to the par amount of the Refunded Bonds, plus accrued interest to the Redemption Date.

The sufficiency of amounts deposited into the Escrow Fund, together with investment earnings thereon, to effect the redemption of the Refunded Bonds will be verified by Causey, Demgen & Moore,

* Preliminary; subject to change.

certified public accountants (the "Verification Agent"). See the caption "ESCROW VERIFICATION" herein.

As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the Underwriter's and the Verification Agent's computations, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will also be defeased. Amounts deposited into the Escrow Fund are not available to pay debt service on the Bonds.

TAX BASE FOR REPAYMENT OF THE BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month

thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of \$7,000 of the taxable value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies. Current law also provides, upon application, a basis exemption of \$100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to \$150,000 if the applicant meets the income limit of \$40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

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The following tables presents the historical assessed valuation in the District since fiscal year 2011-12. The District’s total assessed valuation is \$40,429,259,236 for fiscal year 2020-21.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Summary of Assessed Valuations
Fiscal Years 2011-12 through 2020-21

Fiscal Year	Local Secured ⁽¹⁾	Unsecured	Total	Annual % Change
2011-12	\$24,367,435,850	\$1,381,399,468	\$25,748,835,318	--
2012-13	24,088,535,893	1,312,707,722	25,401,243,615	(1.35)%
2013-14	25,070,853,698	1,240,891,839	26,311,745,537	3.58
2014-15	26,203,736,543	1,279,564,924	27,483,301,467	4.45
2015-16	27,627,053,568	1,188,321,120	28,815,374,688	4.85
2016-17	29,448,310,116	1,271,280,326	30,719,590,442	6.61
2017-18	31,630,780,391	1,332,650,184	32,963,430,575	7.30
2018-19	33,920,993,517	1,444,875,017	35,365,868,534	7.29
2019-20	36,764,643,370	1,403,666,196	38,168,309,566	7.92
2020-21	38,932,165,119	1,497,094,117	40,429,259,236	5.92

⁽¹⁾ Includes the secured assessed valuation of utility property and excludes the unitary assessed valuation of utility property, both as determined by the State Board of Equalization.

Source: *California Municipal Statistics, Inc.*

Economic and other factors beyond the District’s control, such as general market decline in property values resulting from pandemic or otherwise, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “SECURITY FOR THE BONDS.”

Change in Economic Conditions. The recent outbreak of COVID-19 and the corresponding measures to prevent its spread have caused widespread unemployment and economic slow-down in the United States, the State and the County. Such economic slow-down may lead to an economic recession or depression and a general market decline in real estate values. Such a decline may cause a reduction of assessed values in the District. See DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” for more information regarding the impact of COVID-19.

Historic California Drought Conditions and Wildfires. Water shortfalls resulting from the driest conditions in recorded State history caused a State-wide Drought State of Emergency for California in 2014 and the imposition by State regulators of reductions in water usage through 2017 when the State-wide drought ended in almost all California Counties. According to the U.S. Drought Monitor, as of April 2021, parts of California, including the territory of the District, are currently experiencing severe to extreme drought conditions. The District cannot predict if or when water usage restrictions might be imposed again or what impact such restrictions, if imposed, might have on the assessed valuation of the District.

Additionally, in recent years, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. The District was not materially impacted by recent wildfires.

The District cannot make any representation regarding the effects that the drought, change in economic conditions, caused by pandemic or otherwise, or fire conditions has had, or may have on the value of taxable property within the District, or to what extent such conditions could cause disruptions to agricultural production, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

Re-assessments and Appeals of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 (“Proposition 8”), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIII A (currently, a 2% annual maximum) until such assessed value again equals the Article XIII A base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIII A and base year values may not be increased by more than the standard Article XIII A annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIII A base year value for such property. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution” herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

Assessed Valuation by Jurisdiction

The table below sets forth the assessed valuation within the District by political jurisdiction.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Assessed Valuation by Jurisdiction
Fiscal Year 2020-21**

<u>Jurisdiction:</u>	<u>Assessed Valuation in District</u>	<u>% of District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>% of Jurisdiction in District</u>
City of Elk Grove\$ 67,957,615		0.17%	\$22,575,446,282	0.30%
City of Rancho Cordova	964,808,019	2.39	\$9,830,093,802	9.81%
City of Sacramento	34,383,709,230	85.05	\$58,814,794,231	58.46%
Unincorporated Sacramento County	<u>5,012,784,372</u>	<u>12.40</u>		
Total District	\$40,429,259,236	100.00%	\$64,817,705,808	7.73%
Sacramento County	\$40,429,259,236	100.00%	\$181,845,828,757	22.23%

Source: *California Municipal Statistics, Inc.*

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Assessed Valuation by Land Use

The table below sets forth the assessed valuation of the taxable property within the District by land use.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Assessed Valuation and Parcels by Land Use Fiscal Year 2020-21

	2020-21 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural\$ 277,410	0.00%	8	0.01%	
Commercial/Office	7,495,002,156	19.25	2,915	2.78
Vacant Commercial	216,405,317	0.56	566	0.54
Industrial	1,858,430,743	4.77	1,313	1.25
Vacant Industrial	64,836,137	0.17	393	0.37
Recreational	504,020,464	1.29	159	0.15
Government/Social/Institutional	219,722,693	0.56	957	0.91
Miscellaneous 2,063,310	0.01	250	0.24	
Subtotal Non-Residential	\$10,360,758,230	26.61%	6,561	6.26%
Residential:				
Single Family Residence	\$21,384,906,149	54.93%	83,963	80.06%
Condominium/Townhouse	589,893,794	1.52	2,348	2.24
Mobile Home	34,719,687	0.09	1,487	1.42
Mobile Home Park	54,502,502	0.14	33	0.03
2-4 Residential Units	2,037,330,990	5.23	6,794	6.48
5+ Residential Units/Apartments	3,465,950,472	8.90	1,627	1.55
Hotel/Motel	650,036,928	1.67	72	0.07
Miscellaneous Residential	49,864,521	0.13	138	0.13
Vacant Residential	304,201,846	0.78	1,857	1.77
Subtotal Residential	\$28,571,406,889	73.39%	98,319	93.74%
Total	\$38,932,165,119	100.00%	104,880	100.00%

⁽¹⁾ Local secured assessed valuation, excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

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Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2020-21, including the median and average assessed value per single family parcel.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single Family Homes
Fiscal Year 2020-21**

	No. of <u>Parcels</u>	2020-21 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>
Single Family Residential	83,963	\$21,384,906,149	\$254,694	\$211,405

<u>2020-21 Assessed Valuation</u>	<u>No. of Parcels⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$24,999	450	0.536%	0.536%	7,226,484	0.034%	0.034%
\$25,000 - \$49,999	3,441	4.098	4.634	140,016,162	0.655	0.689
\$50,000 - \$74,999	5,424	6.460	11.094	340,855,298	1.594	2.282
\$75,000 - \$99,999	6,565	7.819	18.913	574,619,311	2.687	4.969
\$100,000 - \$124,999	6,180	7.360	26.273	694,593,955	3.248	8.218
\$125,000 - \$149,999	6,067	7.226	33.499	833,837,822	3.899	12.117
\$150,000 - \$174,999	5,994	7.139	40.638	973,240,779	4.551	16.668
\$175,000 - \$199,999	5,463	6.506	47.145	1,022,968,534	4.784	21.451
\$200,000 - \$224,999	5,264	6.269	53.414	1,118,803,104	5.232	26.683
\$225,000 - \$249,999	5,127	6.106	59.520	1,218,919,466	5.700	32.383
\$250,000 - \$274,999	4,627	5.511	65.031	1,211,894,615	5.667	38.050
\$275,000 - \$299,999	3,968	4.726	69.757	1,137,668,005	5.320	43.370
\$300,000 - \$324,999	3,538	4.214	73.971	1,104,633,020	5.165	48.536
\$325,000 - \$349,999	2,877	3.427	77.397	969,856,666	4.535	53.071
\$350,000 - \$374,999	2,645	3.150	80.547	957,236,826	4.476	57.547
\$375,000 - \$399,999	2,125	2.531	83.078	822,348,691	3.845	61.392
\$400,000 - \$424,999	2,019	2.405	85.483	832,294,659	3.892	65.284
\$425,000 - \$449,999	1,718	2.046	87.529	750,700,042	3.510	68.795
\$450,000 - \$474,999	1,461	1.740	89.269	674,812,433	3.156	71.950
\$475,000 - \$499,999	1,231	1.466	90.735	600,095,219	2.806	74.757
\$500,000 and greater	<u>7,779</u>	<u>9.265</u>	<u>100.000</u>	<u>5,398,285,058</u>	<u>25.243</u>	<u>100.000</u>
	83,963	100.000%		\$21,384,906,149	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

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Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2020-21.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Largest Total Secured Taxpayers Fiscal Year 2020-21

	<u>Property Owner</u>	<u>Primary Land Use</u>	2020-21 <u>Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	City of Sacramento & The Sacramento Kings	Sports Arena	\$ 399,488,288	1.03%
2.	M&H Realty Partners VI LP	Commercial	254,130,927	0.65
3.	Hancock SREIT Sacramento LLC	Office Building	198,750,000	0.51
4.	Pac West Office Equities LP	Office Building	197,158,904	0.51
5.	SRI Eleven 621 Capitol Mall LLC	Office Building	167,504,400	0.43
6.	GPT Properties Trust	Office Building	149,426,052	0.38
7.	500 Capitol Mall LLC	Office Building	147,446,414	0.38
8.	HP Hood LLC	Industrial	138,331,197	0.36
9.	300 Capitol Associates NF LP	Office Building	129,540,000	0.33
10.	Prime US-Park Tower LLC	Office Building	129,335,561	0.33
11.	BRE Depot PK LLC	Industrial	128,681,413	0.33
12.	Sacramento CA I FGF LLC	Office Building	105,612,416	0.27
13.	Capital Towers Apartments LLC	Apartments	98,904,529	0.25
14.	Greenery Apartments LP & DLC Sacramento LLC	Apartments	97,200,000	0.25
15.	Gem Crossings LLC	Apartments	93,250,000	0.24
16.	CA Sacramento Commons LLC	Apartments	89,646,148	0.23
17.	Sac Mubi Hotel LLC	Hotel	88,405,170	0.23
18.	1415 Meridian Plaza Investors LP	Office Building	86,500,000	0.22
19.	SGD Retail LLC	Commercial	85,251,191	0.22
20.	NB Element DST	Apartments	<u>85,193,154</u>	<u>0.22</u>
			<u>\$2,869,755,764</u>	<u>7.37%</u>

⁽¹⁾ 2020-21 local secured assessed valuation: \$38,932,165,119.

Source: *California Municipal Statistics, Inc.*

The top 20 taxpayers on the secured roll for 2020-21 account for 7.37% of the secured assessed value in the District which is \$38,932,165,119. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2020-21 was City of Sacramento and The Sacramento Kings, accounting for 1.03% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.65% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

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Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 3-005 within the District for fiscal years 2016-17 through 2020-21:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Typical Tax Rate per \$100 Assessed Valuation (TRA 3-005)⁽¹⁾
Fiscal Years 2016-17 through 2020-21

Jurisdiction	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
General	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Los Rios Community College District	0.0141	0.0130	0.0131	0.0232	0.0223
Sacramento City USD	<u>0.1277</u>	<u>0.1235</u>	<u>0.1164</u>	<u>0.1139</u>	<u>0.1171</u>
Total	1.1418	1.1365	1.1295	1.1371	1.1394

⁽¹⁾ 2020-21 assessed valuation of TRA 3-005 is \$11,672,963,838 which is 28.87% of the District's total assessed valuation.
Source: *California Municipal Statistics, Inc.*

The Teeter Plan

The Board of Supervisors of the County in 1993 approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2015-16 through 2019-20. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Secured Tax Charges Fiscal Years 2015-16 through 2019-20

	Secured Tax Charge ⁽¹⁾	Amt. Del. June 30 ⁽²⁾	% Del. June 30
2015-16	\$36,197,451	\$311,422	0.86%
2016-17	36,846,021	307,015	0.83
2017-18	38,637,596	388,774	1.01
2018-19	39,103,684	328,227	0.84
2019-20	41,260,741	496,589	1.20

⁽¹⁾ Represents 1% General Fund apportionment. Excludes secured supplemental property.

⁽²⁾ Sacramento County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

Source: *California Municipal Statistics, Inc.*

Direct and Overlapping Debt

Numerous local agencies that provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

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The following table is a statement of the District's direct and estimated overlapping bonded debt as of March 4, 2021:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Direct and Overlapping Bonded Indebtedness
Dated as of March 4, 2021

2020-21 Assessed Valuation: \$40,429,259,236

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 4/1/21</u>
Los Rios Community College District	18.413%	\$ 76,411,188
Sacramento City Unified School District	100.000	455,012,966⁽¹⁾
City of Sacramento Community Facilities Districts	0.009-100.000	26,246,328
City and Special District 1915 Act Bonds (Estimate)	Various	148,962,200
Southgate Recreation and Park Benefit Assessment District	15.999	<u>963,940</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$707,596,622

<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Sacramento County General Fund Obligations	22.233%	\$ 30,941,091
Sacramento County Pension Obligation Bonds	22.233	158,473,501
Sacramento County Board of Education Certificates of Participation	22.233	689,223
Sacramento City Unified School District Lease Revenue Bonds	100.000	57,855,000
City of Elk Grove General Fund Obligations	0.301	115,351
City of Rancho Cordova Certificates of Participation	9.815	1,335,331
City of Sacramento General Fund Obligations	58.461	339,728,563
Cordova Recreation and Park District General Fund Obligations	26.216	1,799,132
Southgate Recreation and Park District General Fund Obligations	15.999	377,079
Cosumnes Community Services District Certificates of Participation	0.265	57,137
Sacramento Metropolitan Fire District General Fund and Pension Obligation Bonds	5.786	<u>2,399,165</u>
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$593,770,573
Less: City of Elk Grove supported obligations		25,239
Sacramento County supported obligations		3,318,812
City of Sacramento supported obligations		<u>244,325,455</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$346,101,067

OVERLAPPING TAX INCREMENT DEBT (Successor Agencies): \$133,443,832

GROSS COMBINED TOTAL DEBT \$1,434,811,027⁽²⁾
NET COMBINED TOTAL DEBT \$1,187,141,521

Ratios to 2020-21 Assessed Valuation:

Direct Debt (\$455,012,966) 1.13%

Total Direct and Overlapping Tax and Assessment Debt.....1.75%

Combined Direct Debt (\$512,867,966)1.27%

Gross Combined Total Debt3.55%

Net Combined Total Debt2.94%

Ratios to Redevelopment Incremental Valuation (\$7,811,708,843):

Total Overlapping Tax Increment Debt1.71%

(1) Excludes the Bonds to be sold, but includes the Refunded Bonds.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: *California Municipal Statistics Inc.*

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was implemented in stages, beginning in fiscal year 2013-14 and was fully implemented in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below) enacted the LCFF beginning in fiscal year 2013-14, which replaced the revenue limit funding system and many categorical programs. See "--Revenue Limit Funding System" below. The LCFF distributes resources to schools through a guaranteed base funding grant (the "Base Grant") per unit of ADA. The average Base Grant is \$7,643 per unit of ADA, which is \$2,375 more than the average revenue limit. A Base Grant is assigned to each of four grade spans. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth.

For fiscal year 2020-21, the LCFF provided to school districts and charter schools a Target Base Grant for each Local Education Agency ("LEA") equivalent to (a) \$8,503 per ADA for kindergarten through grade 3; (b) \$7,818 per ADA for grades 4 through 6; (c) \$8,050 per ADA for grades 7 and 8; and (d) \$9,572 per ADA for grades 9 through 12.

Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of cost-of-living-adjustments is now subject to appropriation for such adjustment in the annual State budget. For fiscal year 2020-21, no cost-of-living-adjustment ("COLA") is included in LCFF funding as a result of the decrease in State revenues budgeted due to the COVID-19 pandemic's impact on the State economy. See "State Budget Measures – Proposed 2021-22 State Budget" herein for a discussion of the proposal to backfill the Fiscal Year 2020-21 COLA in fiscal year 2021-22. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals (“FRPM”) and are not discussed separately herein). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied by the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the historical ADA (second principal apportionment) and enrollment (California Basic Educational Data System Actual) for fiscal years 2011-12 through 2019-20.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Historical ADA and Enrollment
Fiscal Years 2011-12 through 2019-20

Fiscal Year	ADA	Enrollment
2011-12	41,131	43,426
2012-13	40,449	42,623
2013-14	39,985	41,638
2014-15	38,891	41,026
2015-16	38,837	41,027
2016-17	38,730	41,079
2017-18	38,578	42,689
2018-19	38,425	42,506
2019-20	42,231	42,231

Source: *The District*.

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The following table sets forth the ADA, enrollment, the percentage of EL/LI (“Unduplicated Count”) enrollment, and the percentage of FRPM enrollment for fiscal year 2019-20, budgeted for the current year and projections for fiscal years 2021-22 and 2022-23.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ADA, English Language/Low Income Enrollment
Fiscal Years 2019-20 through 2022-23

Fiscal Year	ADA				Total ADA	Enrollment		
	K-3	4-6	7-8	9-12		Total Enrollment	% of Unduplicated Count	% of FRPM Enrollment
2019-20					42,231 ¹	42,231 ¹		
2020-21					38,220 ¹	40,711 ¹		
2021-22					38,220 ^{1,2}	41,381 ^{1,2}		
2022-23					37,547 ^{1,2}	40,914 ^{1,2}		

¹ Based on Second Interim Financial Report.

² Projected.

Source: *The District*.

The sum of a school district’s adjusted Base, Supplemental and Concentration Grants will be multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as “basic aid” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as basic aid, and does not expect to in future fiscal years.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school district can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct

identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually, covering a three year period. , The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the "State Superintendent") is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the difference between the District's revenue limit and the District's local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its general fund revenues into four sources:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Percentage of Revenue by Source

Revenue Source	2016-17	2017-18	2018-19	2019-20	2020-21 ⁽¹⁾
LCFF sources	72.9%	74.0%	72.5%	74.7%	68.1%
Federal revenues	8.3	9.8	8.7	9.4	18.3
Other State revenues	16.7	13.9	16.7	14.1	12.1
Other local revenues	2.1	2.3	2.1	1.8	1.5

⁽¹⁾ Based on the 2020-21 Second Interim Financial Report.
Source: *The District*.

Each of these revenue sources is briefly described below. For more information regarding the LCFF, see “-State Funding of Education” above.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. See “- State Funding of Education – Local Control Funding Formula” above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Every Child Succeeds.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the “Lottery”), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

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Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees are \$3.36 per square foot for residential housing and \$0.54 per square foot for commercial or industrial development. The following table sets forth developer fee collections by the District for the last five fiscal years and the projected developer fee collections for the current fiscal year.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Developer Fee Collections

Fiscal Year	Developer Fees Collected
2016-17	
2017-18	
2018-19	
2019-20	
2020-21 ⁽¹⁾	

⁽¹⁾ Projected, from Second Interim Financial Report.
Source: The District.

COVID-19 Outbreak and its Economic Impact

In late 2019, an outbreak of COVID-19, a respiratory virus, occurred in China, and since that time has been spreading globally. The global outbreak, together with measures underway to attempt to limit the spread of COVID-19 imposed by local and federal governments, has caused volatility in financial markets as well as restrictions and closures of many businesses.

On March 13, 2020, responding to the evolving COVID-19 situation, President Trump declared a national emergency, making available more than \$50 billion in federal resources to combat the spread of the virus. On March 23, 2020 the Federal Reserve Bank lowered the federal funds rate to between zero and one quarter percent, announced a Treasury security and agency backed-mortgage security buying program and emergency credit and liquidity facilities for financial institutions. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was enacted in order to provide relief and stimulus to American businesses and individuals impacted by COVID-19. The CARES Act, in relevant part, (i) created a \$349 billion loan program for small businesses, (ii) provided a payment of \$1,200 to each American earning \$75,000 a year or less (\$150,000 for couples filing jointly) and \$500 for each child, (iii) expanded eligibility for unemployment and increased benefits by \$600 per week for up to four months, (iv) designated \$339.8 billion for state and local governments with \$274 billion for COVID-19 response efforts as well as an additional \$13 billion for K-12 schools, (v) allocated \$500 billion in loans and investments to businesses, including \$58 billion to the airline industry, (vi) allocated \$100 billion to hospitals and health providers and increased Medicare reimbursements for treating coronavirus and (vii) delayed federal student loan payments until September 2020.

In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency (the “Emergency Declaration”). The Emergency Declaration was intended to make additional resources available, formalize emergency actions underway across multiple State agencies and departments, and assist the State in preparing for the spread of COVID-19.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, a mandatory statewide shelter-in-place order (the “Order”) applicable to all non-essential services. The Order also set forth a

roadmap in four phases for the State for shelter-in-place restrictions. On May 7, 2020, Governor Newsom ordered a gradual movement into “Phase 2” of the roadmap in which lower-risk workplaces may re-open to the public for business in accordance with industry specific safety guidelines.

As a result of an increase in transmission of COVID-19 during the summer months of 2020, on July 13, 2020, the Governor ordered the closing of all bars throughout the State, as well as indoor operations at certain businesses such as live sports events, theme parks, restaurants, movie theaters and museums, which had previously re-opened. In addition, in certain counties listed on the County Monitoring List, which tracks counties that have increases in certain metrics such as disease transmission and hospitalization rate, indoor activity at gyms, cultural centers and personal care services were also ordered closed. In September, 2020, the County Monitoring List was replaced by the “Blueprint for a Safer Economy” which categorizes counties according to a color-coded risk assessment related to certain metrics of disease transmission. As such metrics increase or decrease within a county, such county will move along the risk—assessment levels which correspond with regulations on economic and social activity.

Due to an increase in the case rates and hospitalizations due to COVID-19, on December 3, 2020, the Governor announced a stay-at home order (the “Regional Stay-at-Home Order”) effective December 5, 2020, that was triggered by intensive care unit (“ICU”) capacity dropping below 15% in a given region. The Regional Stay-at-Home Order temporarily superseded the Blueprint for a Safer Economy regulations. Once the Regional Stay-at-Home Order was triggered in any region residents in that region were required to stay at home as much as possible and minimize mingling with those outside their household to reduce exposure to COVID-19. The Regional Stay-at-Home Order was triggered in most of the State, including within the District, and lifted in the State on January 25, 2021. The County is currently under the “red tier” (Tier 2 - substantial) of the Blueprint for a Safer Economy regulations.

In order to provide extensions to certain benefits previously provided under the CARES Act, as well as address ongoing economic impacts of the COVID-19 pandemic, on December 27, 2020, the federal government enacted the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”), making consolidated appropriations for the fiscal year ending September 30, 2021 which included \$900 billion of coronavirus emergency response and relief. CRRSA, in relevant part, provides (i) \$54.3 billion for K-12 schools and \$22.7 billion for higher education, (ii) \$10 billion for child care, (iii) \$13 billion for nutrition programs, (iv) \$284 billion to restart the Paycheck Protection Program, (v) \$600 stimulus payments to qualifying individuals and \$600 for dependents, (vi) supplemental weekly federal unemployment benefits of \$300 into mid-March 2021, (vii) \$30 billion for vaccine procurement and distribution, (viii) \$7 billion for expansion of internet access, (ix) a year-long extension, until December 31, 2021, to spend \$150 billion provided under the CARES Act, (x) an extension of eviction protection until January 31, 2021, and (xi) \$25 billion in rental assistance for individuals who lost their sources of income during the pandemic.

On March 11, 2021, President Biden signed a \$1.9 trillion stimulus package (the “American Rescue Package”) into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts.

On April 6, 2021, CDPH announced its plans to move beyond the Blueprint for a Safer Economy regulations as of June 15, 2021 conditioned upon (i) vaccine supply being sufficient for Californians 16 or older who wish to be inoculated; and (ii) hospitalizations due to COVID-19 being stable and low, and specifically, hospitalizations among fully vaccinated individuals being low. Such a move would permit all of the sectors currently regulated under the Blueprint for A Safer Economy to fully re-open economic activity in the State in accordance with applicable Statewide guidelines and limited public health

restrictions such as masking, testing and vaccination. Included in the sectors to re-open are schools which would be expected to resume full-time in-person instruction in compliance with certain emergency temporary standards and public health guidelines.

As the transmission rates of COVID-19 increase or decrease corresponding actions may be taken by State and local authorities to increase or decrease social distancing protocols including the closure of certain businesses which might have further negative economic consequences. The District cannot predict the trajectory of the COVID-19 pandemic or future actions that might be taken as a result.

As a result of the various regulations imposed in order to slow the spread of COVID-19 since its outbreak, economic activity within the State, the County and the community around and within the District has been depressed. Generally, a majority of the State's general fund revenue is derived from personal income tax receipts. Given stock market declines in the initial weeks of the pandemic and business closures in response to the COVID-19 outbreak and related shelter in place requirements, income tax and capital gains tax receipts were projected to not be sufficient to fund the State budget for fiscal years 2018-19 and 2019-20 at the levels originally budgeted. Such projected decline in State revenues has impacted State funding of school districts in fiscal year 2020-21, including the District's and may continue to impact State funding of school districts, including the District's, in the future. However, the Proposed 2021-22 State Budget (defined below) indicates that the decline in State revenues may not have been as severe as originally projected and that State revenues may increase for fiscal year 2021-22, including funding for school districts. See " – State Budget Measures" below for additional information regarding the impact of COVID-19 on the State budget.

As noted in the table above under the caption "DISTRICT FINANCIAL INFORMATION – Revenue Sources," the District receives the large majority of its revenues from LCFF Sources which are comprised of local property taxes and State moneys. Should the State experience a decline in revenue resulting from the impacts of COVID-19, there may be a resulting decline in revenue available for funding school districts. See "State Budget Measures" below for a discussion of the impacts of COVID-19 on fiscal years 2019-20 and 2020-21 State budgets.

Effect of COVID-19 Response on California School Districts

The District, upon consultation with the County Department of Public Health and County Superintendent of Schools, determined to close its school campuses effective March 16, 2020 through the end of the 2019-20 school year and implemented a distance learning program.

On March 13, 2020, Governor Newsom issued Executive Order N-26-20, providing that school districts that initiate a school closure to address COVID-19 would continue to receive state funding to support all of the following during the period of closure: (1) continued delivery of high-quality educational opportunities to students through, among other options, distance learning and/or independent study; (2) the provision of school meals in noncongregate settings; (3) arrangement for supervision for students during ordinary school hours; and (4) continued payment of school district employees. Executive Order N-26-20 also provided that statutory mandated maintenance of schools for a minimum of 175 days is waived for school districts that initiate a school closure to address COVID-19.

To address the impacts of school closures and the COVID-19 response, the California legislature adopted and the Governor signed Senate Bill 89 ("SB 89") and Senate Bill 117 ("SB 117"), which bills took immediate effect. SB 89 amended the Budget Act of 2019 by appropriating \$500,000,000 from the State General Fund for any purpose related to the Emergency Declaration. SB 117 addresses economic impacts to school districts directly. Among other things, SB 117 provided that, for all school districts that comply with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to

February 29, 2020, inclusive, would be reported for apportionment purposes. SB 117 also held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak. SB 117 also held harmless grantees operating after-school education and safety programs that were prevented from operating such programs due to COVID-19, and credited such program grantees with the ADA that the grantee would have received had it been able to operate but for COVID-19.

On July 17, 2020, the California Department of Public Health (“CDPH”) announced guidance for schools and school-based programs including all public, charter and private schools with respect to re-opening for the 2020-21 school year. Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction that has not been on the county monitoring list for at least 14 days. If the school district meets this requirement, local health guidelines should then guide and assist in the determination of whether to open for in-person instruction. The State, in August, subsequently announced its “Blueprint for a Safer Economy” which replaced the county monitoring list system with a color-coded risk assessment for each county.

On January 14, 2021, the CDHP issued new guidance that changed the requirements for school re-openings. Schools which had already re-opened prior to the issuance of such guidance could remain open and were required, by February 1, 2021, to post a COVID-19 Safety Plan to their website or in another publicly accessible manner. As previously, schools located in a county in the three lowest risk tiers under the Blueprint for a Safer Economy may reopen all grades. Schools in a county in the purple highest risk tier that are not already open, may re-open for in-person instruction for grades kindergarten through sixth only if i) the average adjusted case rate in the county is below 25 cases per 100,000 population per day, ii) the testing positivity rate is under 8%, and iii) the school posts a COVID-19 Safety Plan. Schools located in counties in the purple highest risk tier re still prohibited from reopening for in-person instruction for grades seven through twelve. Additionally, as of January 14, 2021, the State discontinued the program allowing K-6 elementary schools in the purple tier to reopen if they received a waiver.

On March 5, 2021, Governor Newsom signed Assembly Bill 86 which provides \$2.0 billion for In-Person Instruction Grants (“Re-Opening Grants”) and \$4.6 billion for Learning Recovery Grants (“Recovery Grants”) to school districts, county offices of education and charter schools. Re-Opening Grant recipients are required to offer in-person instruction for transitional kindergarten through second grade students and at-risk students in any grade by April 1, 2021. All school districts, including those in the purple tier, are eligible to receive a Re-Opening Grant provided they are able to re-open in accordance with State Guidelines as described above. School districts located in counties not in the purple tier, and those in the purple tier once disease metrics decrease, must reopen all elementary grades and at least one grade in middle school or high school. The Re-Opening Grants may be used for any purpose consistent with in-person instruction and a penalty of 1% of the grant is applied for each instructional day after May 1 that a school district does not re-open through May 15 when the entire grant is forfeited. Recovery Grants are provided to school districts that implement a learning recovery program with 85% of the Recovery Grant to be spent for in-person instruction and 15% to be spent for distance learning or in-person preparation.

District’s 2020-21 Reopening Plan. During the fall of 2020, the District’s reopening plan provided for a distance learning mode of instruction. The District began a phased, hybrid model of instruction offering in-person instruction two days per week, with distance learning (online) three days per week (“Hybrid Model”), for its students in TK-3rd grades and its K-6 special day classes on April 8, 2021. The District began to offer the Hybrid Model of instruction to its non-special day school students in grades 4-6 on April 15, 2021 and its students in grades 7-12 on April 22, 2021. [DISTRICT TO CONFIRM/UPDATE]

COVID-19 Relief Funds. The District received \$666,159 as Learning Loss Mitigation Funding under SB 117 in fiscal year 2019-20 and has received, or is expected to receive, the following amounts pursuant to the CARES Act, the CRRSA, Assembly Bill 86 and the American Rescue Package in fiscal year 2020-21: (i) \$40,438,566 as Learning Loss Mitigation Funding under the CARES Act, (ii) \$15,855,174 as elementary and secondary school emergency relief funding under the CARES Act (“ESSER I”), (iii) \$67,632,182 as elementary and secondary school emergency relief funding under the CRRSA Act (“ESSER II”), (iv) \$13,394,403 as an in-person instructional grant under Assembly Bill 86, (v) \$28,585,878 as an expanded learning opportunity grant under Assembly Bill 86, and (vi) \$ _____ as elementary and secondary school emergency relief funding under the American Recovery Act (“ESSER III”). [DISTRICT TO CONFIRM/UPDATE]

The District plans to use such additional COVID-19 funding for _____. [DISTRICT TO CONFIRM/UPDATE]

The District cannot predict the extent or duration of the outbreak of COVID-19 or what impact it may have on District general fund revenues. However, the Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the general fund of the District. See “SECURITY FOR THE BONDS” herein.

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 (“AB 1200”), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent’s recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent’s recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to

the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District self-certified its first and second interim budget reports for fiscal year 2018-19 as negative, its first and second interim budget reports for fiscal year 2019-20 as negative, and its first and second interim budget reports for fiscal year 2020-21 as negative and qualified, respectively.

Projected Budgetary Deficits and Fiscal Advisor Oversight

The District is facing a structural deficit in its budget, due to various factors, including continued enrollment decline and increased operating expenses. For the past three fiscal years (2018-19 through 2020-21), the County Office of Education ("SCOE") has disapproved the District's budgets due to the projected negative ending fund balances shown in each budget's multi-year projections. The financial status as of the 2020-21 First Interim Financial Report projected that ongoing reductions of \$30 million were required in order to balance the budget, satisfy the state-mandated 2% reserve, and avoid the fiscal crisis. A "student-centered fiscal recovery plan" was presented to the Board on January 26, 2021, which provided a list of options, subject to negotiations, that could achieve a \$30 million solution to the budget. At the February 4, 2021 Board meeting, the Board approved a \$4.5 million reduction in expenditures. However, the District still needs to determine and implement an ongoing fiscal recovery plan of approximately \$28 million in additional budget cuts to balance the budget and avoid a fiscal crisis.

The District's historic trend of general fund deficit spending has adversely affected the District's financial condition and its ability to meet future financial obligations. Although the District has taken measures to reduce expenditures and increase reserves over the last fiscal year, the District's projected deficit persists in the multi-year projections as of the 2020-21 Second Interim Financial Report. The District was granted cash deferral exemptions for the months of April and May 2021 and due to campus closures during the 2020-21 fiscal year, the District is projecting to avoid \$40 million in one-time operational costs. These two factors improved the District's cash balances, which are projected to remain positive at June 30 for all three fiscal years 2020-21, 2021-22 and 2022-23. As of March 24, 2021, the date the fiscal year 2019-20 audited financials were delivered to the District, the District has not achieved sufficient reductions to resolve the ongoing structural budget deficit which is projected to increase in future years. The District will continue to evaluate its programs and staffing levels, and other supply and services expenditures in order to determine whether additional non-negotiable savings may be achieved. The District's current negotiations with its labor organizations are aimed at reducing District expenditures on salaries and benefits, which would have a significant benefit on the District's finances.

County Oversight

Pursuant to Section 42127 of the Education Code, because the County Office of Education disapproved the District's fiscal year 2019-20 Adopted Budget, increased oversight procedures were implemented. These procedures include the assignment of a Fiscal Advisor to assist the District with building a balanced budget. The County Office of Education-appointed Fiscal Advisor (the "Fiscal Advisor") will continue to assist the District until the District eliminates deficit spending and regains the required level of reserves. Currently, the District's Superintendent and Chief Business Officer meet weekly with the County Superintendent of Schools, the Fiscal Advisor and other members of SCOE to review the District's financial and budgetary management.

The District's ongoing efforts to eliminate its structural budget deficit, with SCOE's oversight and assistance (including via the County-appointed fiscal advisor), is intended, in part, to avoid extreme financial difficulties. If the District is unable to eliminate its structural budget deficit, it would be necessary for the District to request an emergency loan from the State, resulting in a State takeover of the District's financial affairs.

FCMAT Oversight and Report

In September 2018, the District entered into an agreement with the Financial Crisis Management Assistance Team ("FCMAT") for FCMAT to conduct a fiscal health risk analysis and determine the risk rating of the District. On December 12, 2018, FCMAT delivered its fiscal health risk analysis (the "Fiscal Health Risk Analysis") which recommended that the District take immediate action to avoid further erosion of the District's reserves. In the Fiscal Health Risk Analysis, FCMAT identified several signs of fiscal distress for the District, including deficit spending, substantial reductions in fund balance, inadequate reserve levels, approval of a bargaining agreement beyond cost-of-living adjustments, large increases in contributions to restricted programs (especially in special education), lack of a strong position control system, and leadership issues. FCMAT reviewed twenty fiscal indicator sections in its analysis, noting that districts that respond "No" to several fiscal indicator questions across the twenty sections may have cause for concern and could require some level of fiscal intervention. FCMAT noted that in light of the District's most recent cash flow projections, there was urgency to make \$30 million in reductions to balance the budget for fiscal year 2019-20. FCMAT's oversight and review of the District ended after the Fiscal Health Risk Analysis was presented to the Board.

For further information on FCMAT's review of and conclusions regarding the District's financial condition, investors are directed to read the full version of the Fiscal Health Risk Analysis, which is publicly available on FCMAT's website at the following address: <http://www.fcmat.org/>. The information referred to is prepared by FCMAT and not by the District, and the District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by reference.

In response to the Fiscal Health Risk Analysis, the District established its Fiscal Transparency and Accountability Committee (the "Committee") to review the District's budget based on District priorities and goals, review and advise on budget versus actual expenditure variances, and evaluate the budget based on student performance and outcome indicators. The Committee consists of three members of the Board and began meeting regularly in February 2019. The Committee's meeting schedule and agendas are available at the District's website at the following address: <http://www.scusd.edu/board-education-committee/fiscal-transparency-and-accountability-committee>.

State Audit

The California Joint Legislative Audit Committee has directed that a state auditor conduct a performance audit (the “State Audit”) of the District’s finances for the past five fiscal years and identify current causes of the District’s fiscal distress. The State Audit was released in December 2019, finding that the District failed to take sufficient action to control its costs in three main areas—teacher salaries, employee benefits, and special education. The State Audit found that the District (i) increased its spending by \$31 million annually when it approved a new labor contract with its teachers union (SCTA) in 2017, despite warnings from SCOE that it could not afford the agreement, (ii) failed to control the costs of its employee benefits, which increased by 52 percent from fiscal years 2013–14 through 2017–18, and (iii) lacked clear policies to guide staff on appropriate expenditures for special education, limiting its ability to control such costs.

To address the District’s fiscal issues as of December 2019, the State Audit recommended that the District (i) adopt a detailed plan to resolve its fiscal crisis, (ii) revise its multiyear projections, with at least quarterly updates, until it has taken action that would cause it to no longer project insolvency, (iii) adopt a multiyear projection methodology, with assumptions and rationale used to estimate changes in salaries, benefits, contributions, and LCFF revenue, and (iv) before it imposes an agreement on its teachers union or accepts state assistance, publically disclose the likely effects that such actions will have on the district’s students, faculty, and the community, and its plans to address these effects. In order to prevent future fiscal crisis, the State Audit recommended that the District (i) adopt a budget methodology, including guidance on the use of one-time funds, the use and maintenance of district reserves, and the maintenance of a balanced budget, (ii) develop a long-term funding plan to address its retiree health benefits liability, (iii) adopt a policy that guides staff on steps they should take to ensure that special education expenditures are cost-effective, (iv) annually apply for available state funding for its extraordinary special education costs, (v) develop and adopt a succession plan that ensures that it has staff who have the training and knowledge necessary to assume critical roles in the case of turnover, and (vi) develop effective employee orientation programs, including mentorship, to allow incoming leaders to better adapt to the organization’s structure and culture. [District to summarize its efforts to address the State Audit recommendations.]

Comparative Financial Statements

The District’s general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2020, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 5735 47th Avenue, Sacramento, California 95824. See APPENDIX B hereto for the 2019-20 Audited Financial Statements of the District.

The table on the following page reflects the District’s budgeted and audited general fund revenues, expenditures, and fund balances for fiscal years 2016-17 through 2019-20 and the unaudited adopted budget and current projections for fiscal year 2020-21, per the District’s Fiscal Year 2020-21 Second Interim Financial Report.

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND BUDGETING**

	Adopted Budget 2016-17 ¹	Audited Actuals 2016-17 ¹	Adopted Budget 2017-18 ¹	Audited Actuals 2017-18 ¹	Adopted Budget 2018-19 ¹	Audited Actuals 2018-19 ¹	Adopted Budget 2019-20 ¹	Audited Actuals 2019-20 ¹	Adopted Budget 2020-21 ²	Second Interim Report 2020-21 ²
REVENUES										
LCFF Sources	\$365,331,921	\$362,902,859	\$367,365,706	\$373,353,837	\$398,504,903	\$398,672,584	\$411,797,231	\$413,709,116	\$412,231,565	\$412,206,634
Federal	45,535,813	41,219,643	51,515,753	49,249,342	53,970,361	47,850,158	66,583,550	51,917,179	116,834,765	110,508,151
Other State	74,263,554	83,134,267	56,275,406	70,050,430	67,215,792	91,644,448	72,319,786	78,372,218	75,048,088	73,660,441
Other Local	5,901,083	10,843,677	4,962,063	11,881,019	6,694,121	11,661,233	9,090,755	9,950,079	9,685,814	9,089,272
Total Revenues	491,032,371	498,100,446	480,118,928	504,534,628	526,385,177	549,828,423	559,791,322	553,948,592	613,800,231	605,464,498
EXPENDITURES										
Current										
Certificated Salaries	186,397,275	192,501,260	197,337,618	196,143,370	210,175,812	211,749,238	222,800,621	209,808,827	215,532,888	211,883,992
Classified Salaries	58,714,203	58,343,622	61,159,475	63,562,086	66,138,347	63,096,658	62,778,941	60,163,620	58,460,974	58,703,099
Employee Benefits	149,592,688	141,343,139	160,938,613	160,839,811	172,109,818	186,303,443	177,606,806	175,948,151	181,174,974	176,981,519
Books and Supplies	20,168,575	12,897,800	21,569,264	19,147,391	22,899,370	14,459,073	41,196,691	11,145,790	101,259,537	67,747,515
Services, Other										
Operating Expenses	85,096,701	87,290,180	55,550,675	71,049,494	82,011,585	70,305,279	75,194,802	65,548,240	84,002,765	79,933,935
Other Outgo	--	216,459	--	659,827	--	689,233	471,000	1,150,697	1,105,000	1,110,300
Other Outgo –										
Transfers of Indirect										
Costs	--	--	--	--	--	--	--	--	(1,144,836)	(947,576)
Capital outlay	17,060,803	23,010,286	2,665,254	2,202,829	5,328,453	6,855,740	627,792	8,361,223	484,435	3,297,668
Debt service- principal	--	65,426	--	2,218,576	2,626,713	31,643	10,300	2,280	--	--
Debt service - interest	--	2,785	2,836,450	2,185,174	2,378,333	808	--	--	--	--
Total Expenditures	517,030,245	515,670,957	502,057,349	518,008,558	563,668,431	553,491,115	580,686,953	532,129,368	640,875,737	598,710,451
Excess (Deficiency) Of Revenues Over (Under) Expenditures	(25,997,874)	(17,570,511)	(21,938,421)	(13,473,930)	(37,283,254)	(3,662,692)	(20,895,631)	21,819,224	(27,075,507)	6,754,047
OTHER FINANCING SOURCES (USES)										
Transfers in	3,038,449	3,126,985	3,413,895	3,755,901	4,208,003	3,850,573	4,022,539	3,598,304	2,653,429	2,653,429
Transfers out	(1,730,000)	(2,022,282)	(1,730,000)	(1,248,027)	(2,875,207)	(1,719,449)	(1,833,785)	(2,698,262)	(1,981,864)	1,538,926
Proceeds from sale of land/building	--	--	--	--	--	1,360,162	--	--	--	--
Total Other Financing Sources (Uses)	1,308,449	1,140,703	1,683,895	2,507,874	1,332,796	3,491,286	2,188,754	900,042	671,565	1,114,503
NET CHANGE IN FUND BALANCES	(24,689,425)	(16,465,808)	(20,254,526)	(10,966,056)	(35,950,458)	(171,406)	(18,706,877)	22,719,266	(26,403,942)	7,868,549
Fund Balance, July 1	97,932,615	97,932,615	81,466,807	81,466,807	70,500,751	70,500,751	70,329,345	70,329,345	93,048,611	93,048,611
Fund Balance, June 30	\$73,243,190	\$81,466,807	\$61,212,261	\$70,500,751	\$34,550,293	\$70,329,345	\$51,622,468	\$93,048,611	\$66,644,669	\$100,917,160

¹ From the audited financial statement of the District for such fiscal year.

² From 2020-21 Second Interim Budget Report.

Source: *The District*.

General Fund Balance Sheet

The following table reflects the District’s audited general fund balance sheet for fiscal years 2016-17 to 2019-20.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND
Summary of General Fund Balance Sheet
for Fiscal Years 2016-17 through 2019-20**

	2016-17 Audit	2017-18 Audit	2018-19 Audit	2019-20 Audit
ASSETS				
Cash and Investments:				
Cash in County Treasury	\$92,414,388	\$75,050,277	\$74,722,121	\$48,227,154
Cash on Hand and in Banks	1,700,267	281,217	67,519	85,883
Cash in Revolving Fund	225,000	225,000	225,000	225,000
Accounts Receivable	12,008,190	8,656,692	8,707,218	64,707,798
Prepaid Expenditures	16,636	12,730	19,306	-
Due from Other Funds	2,963,638	4,117,257	5,970,784	2,814,637
Due from Grantor Governments	17,961,176	16,311,650	23,390,594	24,179,665
Stores Inventory	126,654	108,722	104,845	104,537
Total Assets	127,415,949	104,763,545	113,207,387	140,344,674
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts Payable	34,529,308	26,947,248	30,947,183	40,063,484
Unearned Revenue	6,458,836	6,567,313	10,438,729	5,597,401
Due to Other Funds	4,960,998	748,233	1,492,130	1,635,178
Total Liabilities	45,949,142	34,262,794	42,878,042	47,296,063
FUND BALANCES				
Total Fund Balances	81,466,807	70,500,751	70,329,345	93,048,611
Total Liabilities and Fund Balances	\$127,415,949	\$104,763,545	\$113,207,387	\$140,344,674

Source: *The District.*

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Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.

2020-21 State Budget. Governor Newsom signed the budget for the State for fiscal year 2020-21 (the "2020-21 State Budget") on June 29, 2020. The 2020-21 State Budget reflected the impact of the global economic crisis caused by the COVID-19 pandemic on the State. The 2020-21 State Budget restated resources for fiscal year 2019-20 to \$148.9 billion and expenditures for fiscal year 2019-20 to \$146.9 billion. For fiscal year 2020-21, the 2020-21 State Budget projected total resources of \$139.7 billion with expenditures of \$133.9 billion. The 2020-21 State Budget closed a \$54.3 billion budget deficit and set aside \$2.6 billion in the Special Fund for Economic Uncertainties, including \$716 million for the State to respond quickly to the changing conditions of the COVID-19 pandemic. Despite significantly reducing the structural deficit over the next several years, an \$8.7 billion operating deficit was still forecasted in 2021-22, after accounting for reserves. The 2020-21 State Budget was balanced as follows:

- Draw Down of Reserves — \$8.8 billion draw down in reserves from the Rainy Day Fund (\$7.8 billion), the Safety Net Reserve (\$450 million), and all of the funds in the Public School System Stabilization Account (the "PSSSA").
- Triggers — \$11.1 billion in reductions and deferrals that would be restored if at least \$14 billion in federal funds were received by October 15, 2020. If the State received a lesser amount between \$2 billion and \$14 billion, the reductions and deferrals would be partially restored.
- Federal Funds — \$10.1 billion in federal funds that provide general fund relief, including \$8.1 billion already received, including the enhanced Federal Medical Assistance Percentage, a portion of the state's Coronavirus Relief Fund allocation and funds provided for childcare programs.
- Revenues — suspension of net operating losses for medium and large businesses and temporarily limited to \$5 million the amount of business incentive credits a taxpayer can use in any given tax year which would generate \$4.4 billion in new revenues in the 2020-21 fiscal year.
- Borrowing/Transfers/Deferrals — \$9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 schools.
- Cancelled Expansions, Updated Assumptions and Other Solutions — \$10.6 billion of solutions included: i) cancelling multiple program expansions and anticipating increased government efficiencies; ii) higher ongoing revenues and iii) lower health and human services caseload costs.

Included in the 2020-21 State Budget were approximately \$5.7 billion of expenditures related to the COVID-19 pandemic, of which the State expected to be reimbursed for approximately 75%. The 2020-21 State Budget also made new investments in wildfire prevention and mitigation, including \$85.6 million to CAL FIRE for firefighting resources and surge capacity and \$50 million for community power resiliency. The 2020-21 State Budget also supported the new State Earthquake Early Warning Program, integrated the Seismic Safety Commission into the California Office of Emergency Services, and expanded efforts to address cybersecurity threats. In an effort to reduce the cost of government functions, nearly all State operations were intended under the 2020-21 State Budget to be reduced by approximately 5% over the next two years. Nonessential contracts, purchases, and travel were suspended and departments were directed to fill only the most essential vacant positions.

With respect to K-12 education, the 2020-21 State Budget included total funding of \$98.8 billion (\$48.1 billion general fund and \$50.7 billion other funds) for all K-12 education programs. The 2020-21 State Budget estimated Proposition 98 funds of \$78.5 billion in fiscal year 2018-19, \$77.7 billion in fiscal year 2019-20 and \$70.9 billion in fiscal year 2020-21. For K-12 schools, that resulted in Proposition 98 per pupil spending of \$10,654 in 2020-21, a \$1,339 decrease over the 2019-20 per pupil spending levels. Additionally, in the same period, per pupil spending from all state, federal, and local sources decreased by approximately \$542 per pupil to \$16,881. To help mitigate the negative impacts of the decline in funding for K-12 schools and California community colleges, the 2020-21 State Budget included deferrals, learning loss mitigation, supplemental appropriations and supplemental retirement program contributions.

The 2020-21 State Budget included \$1.9 billion of LCFE apportionment deferrals in 2019-20, growing to \$11 billion LCFE apportionment deferrals in 2020-21. Additionally, the statutory LCFE COLA was suspended in fiscal year 2020-21. Of the total deferrals, \$5.8 billion would be triggered off in 2020-21 if the federal government provided sufficient funding that could be used for this purpose.

The 2020-21 State Budget included a one-time investment of \$5.3 billion (\$4.4 billion federal Coronavirus Relief Fund, \$539.9 million Proposition 98 funds, and \$355.2 million federal Governor's Emergency Education Relief Fund) to local educational agencies to address learning loss related to school closures as a result of COVID-19. \$2.9 billion of such funds would be allocated based on the LCFE supplemental and concentration grant allocation; \$1.5 billion would be based on number of students with exceptional needs and \$979.8 million would be based on total LCFE allocation.

Supplemental appropriations in the 2020-21 State Budget equal to 1.5% of general fund revenues, beginning in fiscal year 2021-22, up to a cumulative \$12.4 billion, were intended to offset decreases in Proposition 98 funding also included in the 2020-21 State Budget. The 2020-21 State Budget also re-directed \$2.3 billion to STRS and PERS originally intended to reduce long-term unfunded liabilities to reduce employer contribution rates in fiscal years 2020-21 and 2021-22. See "WINTERS JOINT UNIFIED SCHOOL DISTRICT – District Retirement Systems" for details on reductions to the STRS and PERS employer contribution rates in fiscal years 2020-21 and 2021-22.

Other significant features of the 2020-21 State Budget relating to K-12 education included the following:

- \$1.6 billion in federal Elementary and Secondary School Emergency Relief funds with 90% (\$1.5 billion) allocated to local educational agencies in proportion to the amount of Title I-A funding they receive to be used for COVID-19 related costs and the remaining 10% (\$164.7 million) for COVID-19 related state-level activities.

- An increase in the special education base rates to \$625 per pupil, apportioned using the existing hold harmless methodology, and \$100 million to increase funding for students with low-incidence disabilities
- \$15 million federal Individuals with Disabilities Education Act (“IDEA”) funds for the Golden State Teacher Scholarship Program to increase the special education teacher pipeline, \$8.6 million IDEA funds to assist local educational agencies with developing regional alternative dispute resolution services and statewide mediation services, and \$1.1 million IDEA funds for a study of the current special education governance and accountability structure.
- ADA hold-harmless for the purpose of calculating apportionment in the 2020-21 fiscal year with ADA based on fiscal year 2019-20, except for new charter schools commencing instruction in 2020-21.
- An exemption for local educational agencies from the annual minimum instructional minutes requirement such that minimum daily instructional minutes and minimum instructional day requirements may be met through a combination of in-person and distance learning instruction.
- New requirements for distance learning services, including the provision of devices and connectivity and supports for students with exceptional needs, English language learner students, youth in foster care, and youth experiencing homelessness, as well as students in need of mental health supports. Daily interaction with students in distance learning is required and local educational agencies are required to provide access to nutrition programs.
- Distance learning attendance requirements, including documentation of daily student participation, weekly engagement records, and attendance reporting for purposes of chronic absenteeism tracking, re-engagement strategies for students who do not participate and regular engagement with parents or guardians regarding academic progress.
- Fiscal penalties for local educational agencies offering distance learning that do not meet instructional day requirements or the attendance-related requirements.
- Replacement of the LCAP with a Learning Continuity and Attendance Plan, to be completed by September 30, 2020 including:
 - A description of how the local educational agency will provide continuity of learning during the COVID-19 pandemic and address distance learning, learning loss, mental health and social-emotional well-being, professional development, pupil engagement and outreach and school nutrition;
 - Local educational agency expenditures related to addressing the impacts of the COVID-19 pandemic; and
 - How local educational agencies are increasing or improving services in proportion to funds generated on the basis of the number and concentration of English learners, youth in foster care, and low-income students pursuant to the LCFF.
- Suspension of the August 15, 2020, layoff window for teachers and other non-administrative certificated staff and suspension of layoffs for classified staff working in transportation, nutrition, and custodial services from July 1, 2020 through June 30, 2021.

Proposed 2021-22 State Budget On January 8, 2021, Governor Newsom released his proposal for the budget for the State for fiscal year 2021-22 (the “Proposed 2021-22 State Budget”) citing immediate relief for individuals and small businesses disproportionately impacted by COVID-19, the safe reopening of schools and extended learning time, and investment in strategies for creating quality jobs as priorities. The Proposed 2021-22 State Budget includes general fund revenues and transfers of \$158.3 billion and expenditures of \$164.5 billion in fiscal year 2021-22. The Proposed 2021-22 State Budget also revises revenue expectations for fiscal year 2020-21 up to \$162.7 billion, an increase of \$23 billion over the 2020-21 State Budget, and expenditures in fiscal year 2020-21 to \$155.8 billion, an increase of \$22 billion over the 2020-21 State Budget. While the Proposed 2021-22 State Budget is balanced, and reflects a significant increase in revenues over the 2020-21 State Budget, a structural deficit of \$7.6 billion is projected for 2022-23 that is forecast to grow to over \$11 billion by 2024-25. To provide resiliency, \$34 billion of reserves and discretionary surplus are included in the Proposed 2021-22 State Budget to bring the Budget Stabilization Account balance to \$15.6 billion; the Safety Net Reserve balance to \$450 million; the PSSSA to \$3 billion; and the State’s operating reserve to an estimated \$2.9 billion.

The Proposed 2021-22 State Budget proposes \$3 billion of COVID-19 relief for immediate action in January, 2021 including \$2.4 billion for the Golden State Stimulus, a \$600 tax refund to low-income workers who were eligible to receive the earned income tax credits for calendar years 2019 and 2020, as well as \$575 million for grants to small businesses and small non-profit cultural institutions disproportionately impacted by the pandemic. To accelerate economic recovery and job creation, the Proposed 2021-22 State Budget includes i) \$777.5 million for a California Jobs Initiative to accelerate investment and job creation; ii) \$353 million for work force development; iii) \$1.5 billion for infrastructure and to implement the state's zero-emission vehicle goals; iv) \$500 million for infill infrastructure to accelerate housing development; v) \$385 million for targeted investments to build a more sustainable agricultural industry; and vi) \$300 million for deferred maintenance and greening of state infrastructure.

K-12 education funding under the Proposed 2021-22 State Budget reaches a new high. Total Proposition 98 funding is proposed to be \$85.8 billion. Total K-12 per pupil expenditures are projected to be \$18,837 in 2020-21 (\$12,354 in Proposition 98 funds and \$6,483 other funds) and \$18,000 in 2021-22 (\$12,648 in Proposition 98 funds and \$5,352 other funds). LCFF funding equals \$64.5 billion under the Proposed 2021-22 State Budget. In order to address the lack of a statutory COLA in the 2020-21 State Budget, the Proposed 2021-22 State Budget funds both the 2020-21 COLA (2.31%) and the 2021-22 COLA (1.5%) in fiscal year 2021-22, creating a compounded combined COLA of 3.84% for fiscal year 2021-22.

The apportionment deferrals included in the 2020-21 State Budget for fiscal year 2020-21 remain in place and such apportionments will be paid during fiscal year 2021-22. The Proposed 2021-22 State Budget eliminates any apportionment deferrals in fiscal year 2021-22 with the exception of the deferral in June 2022 which remains delayed until July 2022. The 1.5% supplemental appropriation to school districts in the 2020-21 State Budget is eliminated due to the increase in revenues, however, a one-time supplemental payment of \$2.3 billion is included to address COVID-19 related needs.

In accordance with Proposition 2 (described below), the Proposed 2021-22 State Budget projects deposits to the Budget Stabilization Account of \$747 million in 2020-21 and \$2.2 billion in 2021-22. Additionally, such deposits will trigger the 10% cap on school district reserves in fiscal year 2022-23.

In-Person Instruction Grants. Also calendared for immediate action in January in order to assist local educational agencies in returning to in-person instruction, the Proposed 2021-22 Proposed Budget includes \$2 billion of Proposition 98 funds to augment resources for schools to offer in-person instruction safely. Beginning in February 2021 with respect to TK through second grade students and March 15 for

third through sixth grade students, county schools, school districts and charter schools (except certain non-classroom based charter schools) that continue or begin offering in-person instruction would receive a base grant of \$450 per pupil up to \$700 per pupil based on enrollment of low-income, foster youth and English learners. Local education agencies that commence in-person instruction at a later date will qualify for a proportionally lower base grant, except those in counties with high rates of community spread. School districts in counties of high community spread will be eligible for the full February base grant if they open for in-person instruction pursuant to State and local health guidance once their rates of community spread sufficiently decline. The base grants may be expended for any purpose that supports in-person instruction, including COVID-19 testing, personal protective equipment and other in-person operating expenses such as teacher and staff salaries. See “Effect of COVID-19 Response on California School Districts” herein above for information regarding the implementation of the in-person instruction grants in the Proposed 2021-22 State Budget.

Expanded Learning Time. To address learning loss caused by distance learning and other learning disruptions due to COVID-19, the Proposed 2021-22 State Budget provides \$4.6 billion Proposition 98 funds for school districts to design targeted interventions that focus on students from low-income families, English language learners, youth in foster care, and homeless youth, including an extended school year or summer school. The funds would be eligible for targeted strategies that address learning loss related to the pandemic, including community learning hubs. See “Effect of COVID-19 Response on California School Districts” herein above for information regarding the implementation of expanded learning time in the Proposed 2021-22 State Budget.

The Proposed 2021-22 Proposed State Budget includes \$315.3 million for educator professional development, with emphases on developing quality training in high-need areas and providing timely access to training, including:

- \$250 million one-time Proposition 98 funds for the Educator Effectiveness Block Grant to provide local educational agencies with resources to expedite professional development for teachers, administrators, and other in-person staff, in high-need areas including accelerated learning, re-engaging students, restorative practices, and implicit bias training.
- \$50 million one-time Proposition 98 funds to create statewide resources and provide targeted professional development on social-emotional learning and trauma-informed practices.
- \$8.3 million one-time Proposition 98 funds for the California Early Math Initiative to provide teachers with professional development in mathematics teaching strategies for young children pre-K through third grade.
- \$7 million one-time non-Proposition 98 funds to the University of California Subject Matter Projects to create high-quality professional development on learning loss in core subject matter content areas like reading and math, and in ethnic studies.
- \$5 million one-time Proposition 98 funds for professional development and instructional materials for local educational agencies who are offering, or would like to offer, courses on ethnic studies.

To increase the well-prepared educator workforce, the 2021-22 Proposed State Budget includes \$225 million to be allocated as follows:

- \$100 million one-time non-Proposition 98 funds for continued investment in the Golden State Teacher Grant Program, which provides grants to students enrolled in teacher preparation

programs who commit to working in high-need fields and at schools with high rates of under-prepared teachers.

- \$100 million one-time Proposition 98 funds to expand the Teacher Residency Program, which supports clinical teacher preparation programs dedicated to preparing and retaining teachers in high-need communities and subject areas, including special education, bilingual education, and STEM.
- \$25 million one-time Proposition 98 funds to expand the Classified School Employees Credentialing Program, which provides grants to local educational agencies to recruit non-certificated school employees to become certificated classroom teachers.

Other significant provisions of the Proposed 2021-22 State Budget related to K-12 education include the following:

- \$300 million ongoing Proposition 98 funds for the Special Education Early Intervention Grant to increase the availability of evidence-based services for infants, toddlers, and preschoolers.
- \$5 million one-time Proposition 98 funds to establish professional learning networks to increase local educational agency capacity to access federal Medi-Cal funds, and \$250,000 for a lead county office of education to provide guidance for Medi-Cal billing within the statewide system of support.
- \$500,000 one-time Proposition 98 funds for a study to examine certification and oversight of non-public school special education placements.
- \$264.9 million one-time Proposition 98 funds to enable local educational agencies to expand existing networks of community schools and establish new community schools, and to coordinate a wide range of services to these schools, with priority given to schools in high-poverty communities.
- \$25 million ongoing Proposition 98 funds to fund innovative partnerships with county behavioral health to support student mental health services.
- \$10 million one-time Proposition 98 funds for a county office of education to i) make information available for school climate surveys to assess community needs stemming from COVID-19 and distance learning; ii) provide grants to implement enhanced survey instruments and start-up costs in conducting annual school climate surveys; and iii) provide training on interpreting data and using responses to inform continuous improvement efforts.
- \$250 million one-time Proposition 98 funds to provide grants to local educational agencies that offer early access to TK and \$50 million one-time Proposition 98 funds to provide TK and kindergarten teachers with training in providing instruction in inclusive classrooms, support for English language learners, social-emotional learning, trauma-informed practices, restorative practices, and mitigating implicit biases.
- \$1.5 billion Proposition 51 bond funds to support school construction projects.
- COLA—An increase of \$85.7 million ongoing Proposition 98 funds to reflect a 1.5% COLA for categorical programs that remain outside of the LCFF, including Special Education, Child Nutrition, State Preschool, Youth in Foster Care, Mandates Block Grant, Adults in Correctional

Facilities Program, American Indian Education Centers, and the American Indian Early Childhood Education Program.

- County Offices of Education—An increase of \$10.2 million ongoing Proposition 98 funds to reflect a 1.5% COLA and ADA changes applicable to the LCFF.

Future Actions. The State is currently and also has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will take further measures which would, in turn, adversely affect the District. Further State actions taken to address its budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions. See also “- COVID-19 Outbreak and its Economic Impact” for a discussion of COVID-19 and its impact on the State economy.

The District cannot predict the extent to which the State will encounter budgetary difficulties and what budget actions will be taken to resolve those difficulties in future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control. The Bonds are secured by *ad valorem* taxes levied upon real property within the District.

Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools. The COVID-19 pandemic has already resulted in significant negative economic effects at State and federal levels, and additional negative economic effects are possible, each of which could negatively impact anticipated State revenue levels. In addition, the pandemic could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). See “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” “– Effect of COVID-19 Response on California School Districts” herein. The District also cannot predict whether the federal government will provide additional funding in amounts sufficient to offset any of the fiscal impacts of the COVID-19 pandemic described above.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES

Article XIII A of the California Constitution

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the County assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the

market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

Property Tax Base Transfer Constitutional Amendment. On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment. Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State’s methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s school financing formula. See “DISTRICT FINANCIAL INFORMATION – State Funding of Education” herein.

Article XIII B of the California Constitution

Article XIII B of the State Constitution (“Article XIII B”), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “–Proposition 98” and “–Proposition 111” below.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of the State general fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State

general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1)

40.9% of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California (the “Controller”). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The

foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No.

1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other “enforceable obligations” (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its revenue limit apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the temporary tax increases were deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA were and will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public

meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative (“Proposition 55”) which extends the increase in personal income tax on high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales tax increases imposed under Proposition 30 which expired at the end of 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative that was approved by voters in the State on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 (“Proposition 2”), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition

2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account (the “PSSSA”) which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858 and SB 751. State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state’s minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district’s ending fund balances if a certain amount of funds is available in the State’s Public School System Stabilization Account (“PSSSA”). In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts for that fiscal year (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES—Proposition 98”), a school district’s adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn.

Reserve for Economic Uncertainty. The District is statutorily required to maintain a reserve for economic uncertainties at least equal to 2% of general fund expenditures and other financing uses (the “Minimum Reserve”). For the fiscal year ended June 30, 2020, the District reserve was 15.7% of the total expenditures, with available reserves of \$84,052,645, \$10,624,585 of which was designated as available for economic uncertainties.

While the District is required to maintain the Minimum Reserve, increases in expenses such as the costs of compensation, pension, health and welfare benefits have outpaced increases in revenue. In addition, the District faces decreases in enrollment due in part to decreases in the birth rate in recent years

and to competition with charter schools. The adopted budget for fiscal year 2019-20 implemented approximately \$20.5 million in budgetary adjustments in order to achieve the targeted Minimum Reserve in fiscal year 2019-20, and to provide additional reserves for the outlying years. The District projects it will meet the Minimum Reserve requirement for fiscal years 2020-21 and 2021-22, with reserves of 14.85% and 13.38% of total expenditures, respectively. The District currently projects that it will meet the Minimum Reserve requirement for fiscal year 2022-23, with a reserve of 9.02% of total expenditures. In March 2021, the District adopted a reserve policy setting a minimum reserve level at 5%, once it has achieved fiscal solvency.

The District's financial and budgetary practices have been subject to increased oversight by the Financial Crisis Management Assistance Team ("FCMAT"), as well as SCOE. See "DISTRICT FINANCIAL INFORMATION – County Oversight" and " – FCMAT Oversight and Report." The District is unable to predict what the effect on its budget will be following implementation of these new rules. It is anticipated that if the cap is triggered, it will materially change the District's current policies on reserves.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Introduction

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and is the 13th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the City of Sacramento (the “City”), the capitol of the State.

The District operates 42 elementary schools for grades K-6, seven K-8 schools, six middle schools for grades 7-8, two middle/high schools for grades 7-12, seven comprehensive high schools for grades 9-12, three alternative schools, two special education centers, two adult education centers, 15 charter schools (including five dependent charter schools) and 42 children’s centers/preschools.

The ADA at second principal apportionment for the District for fiscal year 2020-21 is estimated to be 38,220 students and the District has a 2020-21 total assessed valuation of \$40,429,259,236. The audited financial statements for the District for the fiscal year ended June 30, 2020 are attached as APPENDIX B hereto.

Board of Education

The District is governed by a Board of Education (“Board”). The Board consists of seven members who are elected by trustee area to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board members or by a special election. The years in which the current terms for each member of the Board expire are set forth in the following table:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Board of Education**

Name	Office	Term Expires December
Christina Pritchett	President	2024
Lisa Murawski	First Vice President	2022
Darrel Woo	Second Vice President	2022
Leticia Garcia	Member	2022
Jamee Villa	Member	2024
Chinua Rhodes	Member	2024
Lavinia Grace Phillips	Member	2024

Source: *The District*.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824-6322, Attention: Chief Business Officer. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District and a brief biography of the District Superintendent follows.

Name	Title
Jorge A. Aguilar	Superintendent
Lisa Allen	Deputy Superintendent
Adrian Vargas	Assistant Superintendent of Business Services
Christine Baeta	Chief Academic Officer
Rose F. Ramos	Chief Business Officer
Tara Gallegos	Chief Communications Officer
Robert Lyons, Ed.D.	Chief Information Officer
Vincent Harris	Chief Continuous Improvement and Accountability Officer
Cancy McArn	Chief Human Resources Officer

Jorge A. Aguilar – Superintendent. Jorge A. Aguilar was appointed Superintendent of the District on July 1, 2017. Prior to serving as Superintendent, Mr. Aguilar was the Associate Superintendent for Equity and Access at Fresno Unified School District. In his career, Superintendent Aguilar has also served as an Associate Vice Chancellor for Educational and Community Partnerships and Special Assistant to the Chancellor at the University of California, Merced; as a Spanish teacher at South Gate High School; and a legislative fellow in the State Capitol. Mr. Aguilar has over 20 years of experience in the field of K-12 and higher education and holds a Bachelor of Arts from the University of California, Berkeley and a Juris Doctor degree from Loyola Law School.

Lisa Allen – Deputy Superintendent. Ms. Allen has served as the Deputy Superintendent of the District since _____. Prior to serving as Deputy Superintendent, Ms. Allen served as the Interim Chief of Schools, Assistant Superintendent of Accountability and Administrator of Curriculum and Professional Development; and Director of Multilingual/Multicultural, Equity, Access and Achievement. She also previously held the position of Private School Specialist in both State and Federal Department for 10 years. Ms. Allen earned a Bachelor of Science in Elementary Education from Indiana State University and her Masters of Art in Educational Leadership from California State University, Sacramento. She also holds professional licenses in both Indiana and California; a Professional Clear Administrative Credential and Professional Clear Multiple Subjects Teaching Credential. [Bio to be completed]

Adrian Vargas – Assistant Superintendent of Business Services. Mr. Vargas has served as the Assistant Superintendent of Business Services of the District since ____, 20___. Prior to the District, Mr. Vargas served as the Assistant Superintendent of Business Services at Natomas Unified School District, the Chief Business Officer at Vallejo City Unified School District [Bio to be completed]

Employees and Labor Relations

The District employs approximately 2,217 full-time equivalent (“FTE”) certificated academic professionals, approximately 1,225 FTE classified employees, and approximately 258.3 FTE management employees.

The certificated employees of the District have assigned the Sacramento City Teachers Association (“SCTA”) as their exclusive bargaining agent. The contract between the District and SCTA

expired on June 30, 2020. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered. The District and SCTA entered into a memorandum of understanding on March 20, 2021, regarding reopening of District schools for the remainder of school year 2020-21.

The classified employees have assigned California School Employees Association (“CSEA”), as their exclusive bargaining agent. The contract between the District and CSEA expired on June 30, 2020. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered.

Currently, four out of five District labor unions have initiated contract negotiations with the District and formed a labor-management consortium (“LMC”) focused on reducing spending on benefits. The LMC is comprised of SEIU 1021, United Professional Educators, Teamsters Local 150 and Classified Supervisors. Leaders of the SCTA have not yet accepted the invitation to join the LMC, nor have they attended the contract negotiations in person. The negotiations encompass review of the District’s current health plan and other postemployment benefits. See “ - District Retirement Systems” and “- Other Post-Employment Benefits below for information regarding the current benefits offered by the District.

District Retirement Systems

The information set forth below regarding the District’s retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. The District is currently required by such statutes to contribute 16.15% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 9.828% of teacher payroll for fiscal year 2020-21. The State’s contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 (“AB 1469”) which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay, over the three year period from 2014-15 through 2017-18. The State’s total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to A.B. 1469, school districts' employer contribution rates will increase over a seven-year phase-in period in accordance with the following schedule:

**SCHOOL DISTRICT EMPLOYER CONTRIBUTION RATES
State Teachers' Retirement Fund**

Effective Date (July 1)	School District Contribution Rate to STRS
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	17.10*
2020	16.15*+

* The 2019-20 State Budget provided supplemental payments to STRS by the State which reduces the school district contribution rate under A.B. 1469.

+ Additional supplemental payments to STRS in the 2020-21 State Budget further reduced the school district contribution rate in fiscal year 2020-21.

Subsequent to the increases to the school district's contribution rates to STRS in the table above, A.B. 1469 requires that for 2021-22 and each fiscal year thereafter, STRS adjust the school districts' contribution rate to reflect the rate required to eliminate the unfunded liability by July 1, 2046. The 2020-21 State Budget applies certain funds in fiscal year 2020-21 intended under the 2019-20 State Budget to reduce future obligations to STRS to the school districts' current obligations to STRS to reduce the school district's contribution rates to STRS in fiscal year 2020-21 from 18.41% to approximately 16.15% and in fiscal year 2021-2022 from 17.9% to 16.02%.

The District contributed \$25,504,600 to STRS for fiscal year 2014-15, \$29,172,733 for fiscal year 2017-18, \$35,911,088 for fiscal year 2018-19 and \$36,383,635 for fiscal year 2019-20. Such contributions were equal to 100% of the required contributions for the respective years. The District has budgeted a contribution of \$53,534,179 for fiscal year 2020-21. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. The District is currently required to contribute to PERS at an actuarially determined rate, which is 20.7% of eligible salary expenditures for fiscal year 2020-21, while participants enrolled in PERS (whether enrolled prior to or subsequent to January 1, 2013) contribute 7% of their respective salaries.

On April 19, 2017, the Board of Administration of PERS adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the Board of Administration in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in

fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that current and future experiences differ from PERS' assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board of Administration. See "DISTRICT FINANCIAL INFORMATION- State Budget Measures" herein.

On April 21, 2020, the Board of Administration of PERS set the fiscal year 2020-21 employer contribution rate at 22.68%. The contribution rate reflected an initial actuarially determined rate of 23.35% that had been reduced by 0.67% after reflecting part of the State contribution. The Board of Administration of PERS also approved a continuation of the current 7% employee contribution rate for fiscal year 2020-21 for school employees subject to the Public Employees' Pension Reform Act of 2013 described below. Subsequent to the Board of Administration of PERS' action, the 2020-21 State Budget provided supplemental payments to PERS which further reduces the employer contribution rate in fiscal year 2020-21 from 22.68% to 20.7% and in fiscal year 2021-22 from 24.6% to 22.84%. See "State Budget Measures –2020-21 State Budget."

The District contributed \$9,319,751 to PERS for fiscal year 2014-15, \$11,256,216 for fiscal year 2017-18, \$13,259,325 for fiscal year 2018-19 and \$13,529,537 for fiscal year 2019-20, which amounts equaled 100% of required contributions to PERS. The District has budgeted a contribution of \$12,189,576 for fiscal year 2020-21.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2019.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2019
(Dollar Amounts in Millions)⁽¹⁾

<u>Plan</u>	<u>Accrued Liability</u>	<u>Market Value of Trust Assets</u>	<u>Unfunded Liability</u>
Public Employees Retirement Fund (PERS)	\$ 99,528	\$ 68,177	\$ (31,351)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	310,719	225,466	(102,636)

⁽¹⁾ Amounts may not add due to rounding.

Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See “—California Public Employees’ Pension Reform Act of 2013” below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect

of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District’s proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2020, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
STRS	\$357,334,000
PERS	<u>153,723,000</u>
Total	\$511,057,000

Source: *The District*.

For further information about the District’s contributions to STRS and PERS, see Notes 8 and 9 in the District’s audited financial statements for fiscal year ended June 30, 2020 attached hereto as APPENDIX B.

Other Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board (“GASB”) pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. In June 2015, GASB replaced Statement No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2017-18.

Employees who are eligible to receive retiree employment benefits other than pensions (“Health & Welfare Benefits”) while in retirement must meet specific criteria, *i.e.*, age and years with the District. Contribution requirements are established and may be amended by agreement between the District and each of its bargaining units.

The District established an irrevocable trust under the California Employer’s Retiree Benefit Trust Program (“CERBT”) to prefund the costs of its Health & Welfare Benefits. The funds in the CERBT are held in trust and will be administered by PERS as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board. As of the June 30, 2018 valuation, 3,118 retirees and their beneficiaries were receiving Health & Welfare Benefits with 4,278 employees earning service credit towards eligibility.

Expenditures for Health & Welfare Benefits are recognized each pay period at a rate that approximates the amount of premiums paid. During fiscal year 2019-20, the District contributed \$26,713,074 towards Health & Welfare Benefits.

The following table shows the changes in the District's net Health and Welfare Benefits as of June 30, 2020.

	<u>Total OPEB Liability</u>	<u>Total Fiduciary Net Position</u>	<u>Net OPEB Liability</u>
Balance at June 30, 2019	\$598,953,650	\$72,777,938	\$526,175,712
Service Cost	20,002,277	-	20,002,277
Interest	25,888,179	-	25,888,179
Assumption Changes	29,041,398	-	29,041,398
Employer Contributions	--	28,640,257	(28,640,257)
Interest Income	--	4,576,947	(4,576,947)
Administrative Expense	--	(15,677)	15,677
Benefit payments	(19,644,632)	(19,644,632)	-
Net Change	55,287,222	13,555,905	41,731,317
Balance at June 30, 2020	<u>\$654,240,872</u>	<u>\$86,333,843</u>	<u>\$567,907,029</u>

Source: *The District*.

Risk Management

The District is exposed to various risks of loss related to tortious liability, theft, damage or destruction of assets, errors or omissions, employee injuries or natural disasters.

The District is a member, with other school districts, of a joint powers authority, Schools Insurance Authority ("SIA"), for the operation of a common risk management and insurance program for property and liability coverage. SIA enters into insurance agreements, on behalf of its member school districts for coverage above self-insured retention layers. SIA's Property Liability and Workers' Compensation Programs provide self-insured retention of \$100,000, \$750,000 and \$1,000,000 per incident, respectively. The District continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. The relationship between the District and SIA is such that SIA is not a component unit of the District for financial reporting purposes.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, The District believes that the recorded liabilities for self-insured claims are adequate.

District Debt Structure

Long-Term Debt. A schedule of the District’s changes in long-term debt for the year ended June 30, 2020 is shown below:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Long-Term Debt

	Balance June 30, 2019	Additions	Deductions	Balance June 30, 2020	Due Within One Year
Debt:					
General obligation bonds	\$464,177,966	\$30,900,000	\$29,950,000	\$465,127,966	\$28,705,000
Accreted interest	18,546,706	2,114,310	-	20,661,016	-
Lease Revenue Bonds	63,120,000	-	2,570,000	60,550,000	2,695,000
Premium on issuance	34,229,996	1,331,988	2,530,870	33,031,114	2,530,870
Capitalized lease obligations	2,820	-	2,820	-	-
Other Long-Term Liabilities:					
Net Pension Liability	497,997,000	13,060,000	-	511,057,000	-
Net OPEB liability	526,175,712	41,731,317	-	567,907,029	-
Compensated absences	4,568,518	401,955	-	4,970,473	4,970,473
Total	<u>\$1,608,818,718</u>	<u>\$89,539,570</u>	<u>\$35,063,690</u>	<u>\$1,663,304,598</u>	<u>\$38,901,343</u>

Source: The District.

General Obligation Bonds

On October 19, 1999, voters in the District approved by a two-thirds vote a bond measure authorizing the District to issue \$195,000,000 in general obligation bonds (the “1999 Authorization”). Pursuant to the 1999 Authorization, the District issued, or caused to be issued, its \$50,000,000 General Obligation Bonds, Election of 1999, Series A (the “Series 2000 Bonds”), its \$45,000,000 General Obligation Bonds, Election of 1999, Series B (the “Series 2001 Bonds”), its \$45,000,000 General Obligation Bonds, Election of 1999, Series C (the “Series 2002 Bonds”), and its \$55,000,000 General Obligation Bonds, Election of 1999, Series D (2004) (the “Series 2004 Bonds”). No general obligation bonds remain for issuance under the 1999 Authorization.

On November 5, 2002, voters in the District approved by 55% or more a bond measure authorizing the District to issue \$225,000,000 aggregate principal amount of general obligation bonds (the “2002 Authorization”). Pursuant to the 2002 Authorization, the District issued its \$80,000,000 General Obligation Bonds Election of 2002, Series A (the “Series 2003 Bonds”), its \$80,000,000 General Obligation Bonds Election of 2002, Series 2005 (the “Series 2005 Bonds”), and its \$64,997,966.35 General Obligation Bonds Election of 2002, Series 2007 (the “Series 2007 Bonds”). No general obligation bonds remain for issuance under the 2002 Authorization.

On November 6, 2012, voters in the District approved by 55% or more two bond measures known as “Measure Q” and “Measure R.” Measure Q authorized the District to issue \$346,000,000 aggregate principal amount of general obligation bonds and Measure R authorized the District to issue \$68,000,000 principal amount of general obligation bonds. The District issued its \$30,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series A (Tax-Exempt) and \$40,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series B (Qualified School Construction Bonds) Taxable, its \$66,260,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-1 (Tax-Exempt) and \$23,740,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-2 (Taxable), \$14,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2016 Series

D , \$112,000,000 General Obligation Bonds Election of 2012 (Measure Q), 2017 Series E (the “Series, \$10,000,000 General Obligation Bonds Election of 2012 (Measure R), 2017 Series C, \$10,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2018 Series F, and \$30,900,000 General Obligation Bonds Election of 2012 (Measure R), 2019 Series D. No general obligation bonds remain for issuance under Measure Q. Subsequent to the issuance of the Series G Bonds, no general obligation bonds will remain for issuance under the Measure Q authorization*.

The District also issued its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”) to refund a portion of the Series 2001 Bonds, the Series 2003 Bonds and the Series 2004 Bonds, its 2012 General Obligation Refunding Bonds to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds and the Series 2004 Bonds, its 2014 General Obligation Refunding Bonds to refund a portion of the Series 2005 Bonds and its 2015 General Obligation Refunding Bonds to refund the remaining outstanding Series 2005 Bonds and a portion of the outstanding Series 2007 Bonds. The District intends to apply the net proceeds of the Refunding Bonds to refund a portion of the outstanding 2011 Refunding Bonds as described herein.

Certificates of Participation

In February, 2014, Sacramento City Schools Joint Powers Financing Authority, a joint powers authority (the “Authority”) issued its \$44,825,000 Lease Revenue Refunding Bonds, 2014 Series A and its \$29,460,000 Lease Revenue Refunding Bonds, 2014 Series B, (collectively, the “Lease Revenue Bonds”), to prepay certain outstanding certificates of participation of the District. The final maturity date for the Lease Revenue Bonds is March 1, 2040.

The tables below sets forth the annual payments of principal and interest with respect to the Lease Revenue Bonds, which are payable from the District’s general fund.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Power Financing Authority
Lease Revenue Refunding Bonds, 2014 Series A**

Year ending June 30	Principal	Interest	Total
2021	\$2,495,000	\$1,614,500	\$4,109,500
2022	2,625,000	1,489,750	4,114,750
2023	2,770,000	1,358,500	4,128,500
2024	2,915,000	1,220,000	4,135,000
2025	3,025,000	1,074,250	4,099,250
2026-2030	235,000	4,568,000	4,803,000
2031-2035	4,590,000	4,444,250	9,034,250
2036-2040	13,635,000	2,111,500	15,746,500
Total	\$32,078,500	<u>\$17,880,750</u>	<u>\$50,170,750</u>

* Preliminary; subject to change.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Power Financing Authority
Lease Revenue Refunding Bonds, 2014 Series B

Year ending June 30	Principal	Interest	Total
2021	\$200,000	\$1,155,834	\$1,355,834
2022	200,000	1,147,654	1,347,654
2023	200,000	1,139,474	1,339,474
2024	200,000	1,131,294	1,331,294
2025	240,000	1,123,114	1,363,114
2026-2030	18,670,000	4,123,947	22,793,947
2030-2033	<u>8,550,000</u>	<u>614,338</u>	<u>9,164,338</u>
Total	<u>\$28,260,000</u>	<u>\$10,435,655</u>	<u>\$38,695,655</u>

Short-Term Debt

As of June 30, 2020, the District did not have any short-term debt outstanding. [The District does not expect to issue any tax and revenue anticipation notes in fiscal year 2020-21.] [District to confirm.]

SACRAMENTO COUNTY INVESTMENT POOL

The County Board approved the current County Investment Policy Statement (the “Investment Policy”) on December 8, 2020 (see Appendix D – “SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT”). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Director of Finance as delegated by the Board including the Investment Pool and various other small non-pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Investment Pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

The District’s funds held by the Director of Finance are invested in the Investment Pool which pools all of the District’s funds. As of _____, 2021, the balance in the District’s funds was \$ _____ or ____% of the Investment Pool. The Investment Pool is invested ____% in securities rated in the two highest rating categories. As of _____, 2021, the Investment Pool has a weighted average maturity of ____ days and the year-to-date net yield is ____%.

[Remainder of page intentionally blank]

The following represents the composition of the Pool as of _____, 2021 :

Type of Investment	Market Value (In thousands)	Percent of Pool
U.S. Government Agencies	\$	
U.S. Treasuries		
Municipal Debt		
Medium-Term Notes		
Money Market Mutual Funds		
Local Agency Investment Fund		
Certificates of Deposit		
Total	\$	

Neither the District nor the Underwriter has made an independent investigation of the investments in the Investment Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the Investment Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Director of Finance, after a review by the Committee and approval by the County Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Investment Pool will not vary significantly from the values described therein.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) by not later than 9 months following the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the 2020-21 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”) for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

[Within the last five years, the District has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule]. [To be confirmed]. The District has engaged Dale Scott & Company to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

LEGAL MATTERS

The legal opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District (“Bond Counsel”), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, a form of which is attached hereto as APPENDIX A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. _____, [City], [State], is acting

as counsel to the Underwriter. The above professionals will receive compensation contingent upon the sale and delivery of the Bonds.

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed forms of which are attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the "Bankruptcy Code"), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolutions and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in APPENDIX E – "SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT" attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the District's Debt Service Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

California Senate Bill 222

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-

recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the “Code”), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The forms of Bond Counsel’s anticipated opinion respecting the Bonds are included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the “Tax Certificate”) of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolutions by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any “arbitrage profits” and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service (“IRS” or the “Service”) or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the “taxpayer,” and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the

interest on the Bonds, the District may have different or conflicting interests from the owners of the respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder’s basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under “TAX MATTERS.” Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the “Premium Bonds”), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no

federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Forms of Bond Counsel Opinion. The forms of the proposed opinion of Bond Counsel relating to the Bonds are attached to this Official Statement as APPENDIX A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATING

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "___" to the Bonds. Such rating reflects only the views of Moody's and an explanation of the significance of such rating may be obtained as follows: Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

ESCROW VERIFICATION

The sufficiency of amounts on deposit in the Escrow Fund to pay the redemption price of the Refunded Bonds will be verified by Causey, Demgen & Moore, certified public accountants (the "Verification Agent"). The Verification Agent will deliver a report to that effect on the date of delivery of the Refunding Bonds.

UNDERWRITING

_____ (the "Underwriter"), has agreed to purchase the Series G Bonds at the purchase price of \$_____ (reflecting the principal amount of the Series G Bonds plus a net original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof. The Underwriter has agreed to purchase the Refunding Bonds at the purchase price of \$_____ (reflecting the principal amount of the Refunding Bonds plus a net original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at yields other than the yields stated on the inside cover pages. The offering prices may be changed from time to time by the Underwriter.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

[Remainder of page intentionally blank]

Superintendent

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. Copies of the Resolutions are available upon request from the Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

APPENDIX A

FORMS OF BOND COUNSEL OPINION

[Closing date]

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Re: \$ _____ Sacramento City Unified School District (Sacramento County, California)
General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G

Ladies and Gentlemen:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the “District”), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on _____, 2021 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Sacramento as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on the Bonds if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to

any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.

4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

[Closing date]

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Re: \$ _____ Sacramento City Unified School District (Sacramento County, California)
2021 General Obligation Refunding Bonds

Ladies and Gentlemen:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the "District"), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District's 2021 General Obligation Refunding Bonds (the "Bonds"). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53550), as amended, and that certain resolution adopted by the Board of Education of the District on _____, 2021 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Sacramento as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on the Bonds if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds

and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.

4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

APPENDIX B

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2020**

APPENDIX C

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO

The following information has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District or the Underwriter. The District comprises a large portion of the City of Sacramento (the “City”), small portions of the cities of Rancho Cordova and Elk Grove and adjacent areas of Sacramento County (the “County”) The Bonds are only payable from ad valorem property taxes levied on property in the District. The following information is included only for the purpose of supplying general information regarding the area served by the District. The Bonds are not a debt of the City or the County.

The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors, including as a result of the impact of COVID-19. For more information on the impact of the COVID-19 pandemic, see “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” and “-Effect of COVID-19 Response on California School Districts” herein.

General

The County was incorporated in 1850 as one of the original 27 counties of the State of California (the “State”). The City is the largest city in the County and the seat of government for the State and also serves as the County Seat. The County encompasses approximately 1,015 square miles and is a long-established center of commerce for the surrounding area. Trade and services, federal, state and local government, and food processing are important economic sectors. Visitors and tourists are attracted to the State Capitol, historical sights and natural resources.

Population

The following table shows historical population statistics for the City and the County since 2016.

POPULATION The City and the County Calendar Years 2016 through 2020

Year ⁽¹⁾	City of Sacramento	County of Sacramento
2016	487,455	1,496,385
2017	492,858	1,512,721
2018	498,563	1,527,132
2019	505,230	1,541,301
2020	510,931	1,555,365

Based on 2010 Census benchmark and Population Estimates for Cities, Counties, and State.

Source: *California State Department of Finance.*

⁽¹⁾ As of January 1.

Employment

The table below provides the California Employment Development Department's estimates of total annual civilian nonagricultural wage and salary employment by number of employees in each major industry in the County from calendar years 2016 through 2019.

WAGE AND SALARY EMPLOYMENT County of Sacramento Calendar Years 2015 through 2019⁽¹⁾

Industry Category	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Mining and Logging	100	200	100	200	200
Construction	31,000	32,900	35,500	38,600	40,900
Manufacturing	20,800	21,100	21,100	21,200	21,500
Transportation, Warehousing & Utilities	13,600	14,400	15,200	17,400	19,000
Wholesale Trade	15,100	15,700	16,300	17,800	17,300
Retail Trade	62,100	64,100	64,600	64,300	63,400
Financial Activities ⁽²⁾	32,700	33,200	33,400	33,200	33,200
Professional and Business Services	88,400	94,400	94,900	96,000	96,500
Educational and Health Services	102,000	109,500	106,800	112,200	116,300
Leisure and Hospitality	58,700	60,800	62,500	65,200	67,300
Other Services	20,800	21,200	22,400	23,300	23,700
Government	163,300	164,700	163,800	165,300	167,900
Total Nonagricultural ⁽³⁾	618,600	641,800	645,000	662,800	675,000

⁽¹⁾ All figures are based on a March, 2020 benchmark.

⁽²⁾ Includes finance, insurance, and real estate.

⁽³⁾ Figures may not add to total due to independent rounding.

Source: *State of California Employment Development Department, Labor Market Information Division.*

The following table summarizes the labor force, employment and unemployment figures for the County, the State and the United States from 2016 through 2020.

LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT⁽¹⁾
County of Sacramento, State of California and United States
2016 through 2020

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽²⁾
2016				
Sacramento County	694,000	656,400	37,600	5.4%
California	19,012,000	17,965,400	1,046,600	5.5
United States	159,187,000	151,436,000	7,751,000	4.9
2017				
Sacramento County	696,900	664,200	32,800	4.7%
California	19,173,800	18,246,800	927,000	4.8
United States	160,320,000	153,337,000	6,982,000	4.4
2018				
Sacramento County	704,200	676,800	27,400	3.9%
California	19,263,900	18,442,400	821,500	4.3
United States	162,075,000	155,761,000	6,314,000	3.9
2019				
Sacramento County	710,200	683,600	26,600	3.7%
California	19,353,700	18,550,500	803,200	4.2
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
Sacramento County	707,200	641,600	65,600	9.3%
California	18,821,200	16,913,100	1,908,100	10.1
United States	160,720,000	147,795,000	12,947,000	8.1

⁽¹⁾ Data reflects employment status of individuals by place of residence.

⁽²⁾ Unemployment rate is based on unrounded data.

Source: *California State Employment Development Department and U.S. Bureau of Labor Statistics.*

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Personal Income

The following tables show the personal income and per capita personal income for the County, the State of California and the United States from 2015 through 2020.

PERSONAL INCOME
County of Sacramento, State of California, and United States
2015-2020
(Dollars in Thousands)

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2015	\$71,615,866	\$2,172,930,200	\$15,717,140,000
2016	74,321,409	2,273,557,500	16,151,881,000
2017	77,459,778	2,383,130,500	16,937,582,000
2018	81,589,289	2,514,503,400	17,839,255,000
2019	85,775,621	2,632,279,800	18,542,262,000
2020 ⁽¹⁾	--	2,814,010,800	19,679,715,100

⁽¹⁾ County level data for personal income is not yet available for 2020.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

PER CAPITA PERSONAL INCOME⁽¹⁾
County of Sacramento, State of California, and United States
2015-2020

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2015	\$47,946	\$55,853	\$49,003
2016	49,187	58,074	49,995
2017	50,717	60,581	52,096
2018	53,023	63,759	54,581
2019	55,266	66,745	56,474
2020 ⁽²⁾	--	71,480	59,729

⁽¹⁾ Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).

⁽²⁾ County level data for personal income is not yet available for 2020.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

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Major Employers

The following table sets forth the major employers in the County in 2020 in alphabetical order.

MAJOR EMPLOYERS County of Sacramento 2020

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (mfrs)
Agreeya Solutions	Folsom	Information Technology Services
Ampca Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Mfrs
Apple Distribution Ctr	Elk Grove	Distribution Centers (whls)
California Department-Crrctns	Sacramento	Insurance Agents Brokers & Service
California State Univ Scrmnt	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Govt-Correctional Institutions
Dept of Transportation In Ca	Sacramento	Government Offices-State
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Outplacement Consultants
Environmental Protection Agcy	Sacramento	State Government-Environmental Programs
Intel Corp	Folsom	Semiconductor Devices (mfrs)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/Mfrs)
Sacramento Municipal Utility	Sacramento	Electric Contractors
Securitas Security Svc USA	Sacramento	Security Guard & Patrol Service
Smud	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc	Sacramento	Financing
Sutter Medical Ctr-Sacramento	Sacramento	Hospitals
Villara Building Systems	Mcclellan	Building Contractors
Water Resource Dept	Sacramento	Government Offices-State

Source: *America's Labor Market Information System (ALMIS) Employer Database, 2021 1st Edition.*

Commercial Activity

A summary of taxable sales within the County for years 2015 through 2019 is shown in the following table. Taxable sales data for 2020 is not yet available.

**TAXABLE SALES
County of Sacramento
2015-2019
(Dollars in Thousands)**

<u>Year</u>	Retail and Food Taxable <u>Transactions</u>	Total Outlets Taxable <u>Transactions</u>
2015	\$15,396,375	\$22,218,348
2016	16,200,531	23,368,174
2017	16,934,872	24,610,617
2018	17,593,375	25,443,669
2019	18,195,302	26,836,365

Source: *California Department of Tax and Fee Administration, Taxable Sales, Counties by Type of Business, January 29, 2021.*

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2016 through 2020 are shown in the following tables for the County and the City.

**BUILDING PERMIT VALUATIONS
Sacramento County
2016-2020
(Dollars in Thousands)**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Valuation (\$000's)					
Residential	\$950,178	\$1,200,257	\$1,504,930	\$1,666,799	\$1,738,674
Non-Residential	<u>987,138</u>	<u>679,406</u>	<u>964,945</u>	<u>1,504,675</u>	<u>891,464</u>
Total	\$1,937,316	\$1,879,663	\$2,469,876	\$3,171,474	\$2,630,138
Units					
Single Family	2,676	3,174	3,589	3,981	3,588
Multiple Family	<u>609</u>	<u>1,761</u>	<u>1,272</u>	<u>2,008</u>	<u>2,868</u>
Total	3,285	4,935	4,861	5,989	6,456

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

BUILDING PERMIT VALUATIONS
City of Sacramento
2016-2020
(Dollars in Thousands)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Valuation (\$000's)					
Residential	\$469,400	\$704,827	\$610,884	\$717,752	\$894,165
Non-Residential	<u>397,867</u>	<u>340,670</u>	<u>450,174</u>	<u>1,106,990</u>	<u>446,299</u>
Total	\$595,544	\$1,045,497	\$1,061,057	\$1,824,742	\$1,340,464
Units					
Single Family	995	1,723	1,608	1,552	956
Multiple Family	<u>601</u>	<u>1,076</u>	<u>813</u>	<u>1,487</u>	<u>2855</u>
Total	1,596	2,799	2,421	3,039	3811

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Sacramento City Unified School District (the “District”) in connection with the execution and delivery of \$_____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) and \$_____ aggregate principal amount of the District’s 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series G Bonds, the “Bonds”). The Series G Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2021 and a Resolution of the Board of Supervisors of the County adopted on _____, 2021 (together, the “Series G Resolution”) and the Refunding Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2021 (the “Refunding Resolution” and, together with the Series G Resolution, the “Resolutions”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolutions, as applicable.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist _____ (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The initial Dissemination Agent shall be _____.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“Material Events Disclosure” means dissemination of a notice of a Material Event as set forth in Section 6.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of

disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated _____, 2021 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2021, which would be due on April 1, 2022, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District’s Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District’s preceding fiscal year, or current fiscal year, if available at the time of filing the Annual Report (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Adopted general fund budget for the current fiscal year or most recent interim report;

- (ii) Assessed valuations, as shown on the most recent equalized assessment roll;
- (iii) Average Daily Attendance for the District for the last completed fiscal year; and
- (iv) Secured tax charges and delinquencies, but only if the County terminates or discontinues the Teeter Plan within the District.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications of rights to Bondholders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; or

(viii) Incurrence of a financial obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the

Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2021

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ACCEPTANCE OF DUTIES AS DISSEMINATION AGENT:

By: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sacramento City Unified School District

Name of Issue: \$___ General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G and \$___ 2021 General Obligation Refunding Bonds

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2021. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

APPENDIX E

SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in St. Paul, Minnesota. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: May 6, 2021

Subject: **Approval of 2021 General Obligation Refunding Bonds in a Maximum Principal Amount of \$38 Million to be Issued by the Sacramento City Unified School District to Refund 2011 Bonds of the District**

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

Division: Business Services

Recommendation: Approve Resolution No. 3205 - titled "RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE AND SALE OF ITS 2021 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-EIGHT MILLION DOLLARS"

Background/Rationale: The 2021 General Obligation Refunding Bonds, in a principal amount not-to-exceed \$38 million ("2021 Refunding Bonds") are proposed to be issued to refinance the District's outstanding 2011 General Obligation Refunding Bonds, originally issued on June 30, 2011. The not-to-exceed principal amount for the refunding bonds is \$38 million. The refinancing resulting from issuance of the 2021 Refunding Bonds is anticipated, based on current market conditions, to produce approximately \$4.5 million in taxpayer savings.

Refunding bonds, including refunding bonds issued by school districts with a negative or qualified budget certification in its current fiscal year, are not required to be issued by the County, and may be issued by the school district directly.

Dale Scott & Company, the District's financial advisor, is in the process of distributing a request for proposal ("RFP") to qualified underwriters regarding a negotiated sale of the 2021 Refunding Bonds and the 2021 Series G Bonds under Measure Q, being separately considered for approval at this meeting. The RFP process will aid in the selection of the

underwriter(s) with the most qualifications and lowest cost. The Resolution being considered tonight delegates authority to the Superintendent and other District staff to select one or more underwriting firms based on the results of the RFP and the advice of the financial advisor, and to finalize, execute, and deliver any required legal documents or disclosures. Both the Series G Bonds and the 2021 Refunding Bonds are expected to be sold in late June 2021, with a closing expected in early July 2021.

Financial Considerations: The costs of issuance for the 2021 Refunding Bonds will be paid from proceeds of the bond issue and no such costs will be paid from the general fund. Disclosures of such estimated costs are set forth in the Resolution as an exhibit. Principal of and interest on the Bonds is paid from the collection of ad valorem taxes collected by the County from taxpayers in the District. The refinancing resulting from issuance of the 2021 Refunding Bonds is anticipated, based on current market conditions, to produce approximately \$4.5 million in taxpayer savings.

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

Documents Attached:

1. Resolution No. 3205
2. Bond Purchase Agreement
3. Escrow Agreement
4. Preliminary Official Statement

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

RESOLUTION NO. 3205

RESOLUTION OF THE BOARD OF EDUCATION OF
THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
AUTHORIZING THE ISSUANCE AND SALE OF ITS
2021 GENERAL OBLIGATION REFUNDING BONDS
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
THIRTY-EIGHT MILLION DOLLARS

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SECTION 2. RULES OF CONSTRUCTION. WORDS OF THE MASCULINE GENDER SHALL BE DEEMED AND CONSTRUED TO INCLUDE CORRELATIVE WORDS OF THE FEMININE AND NEUTER GENDERS, AND VICE VERSA. EXCEPT WHERE THE CONTEXT OTHERWISE REQUIRES, WORDS IMPORTING THE SINGULAR SHALL INCLUDE THE PLURAL AND VICE VERSA, AND WORDS IMPORTING PERSONS SHALL INCLUDE FIRMS, ASSOCIATIONS AND CORPORATIONS, INCLUDING PUBLIC BODIES, AS WELL AS NATURAL PERSONS.	5
SECTION 3. AUTHORITY FOR THIS RESOLUTION. THIS RESOLUTION IS ADOPTED PURSUANT TO THE PROVISIONS OF THE AUTHORIZING LAW.....	5
SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. IN CONSIDERATION OF THE PURCHASE AND ACCEPTANCE OF ANY AND ALL OF THE BONDS AUTHORIZED TO BE ISSUED HEREUNDER BY THOSE WHO SHALL OWN THE SAME FROM TIME TO TIME, THIS RESOLUTION SHALL BE DEEMED TO BE AND SHALL CONSTITUTE A CONTRACT BETWEEN THE DISTRICT AND THE OWNERS FROM TIME TO TIME OF THE BONDS; AND THE PLEDGE MADE IN THIS RESOLUTION SHALL BE FOR THE EQUAL BENEFIT, PROTECTION AND SECURITY OF THE OWNERS OF ANY AND ALL OF THE BONDS, ALL OF WHICH, REGARDLESS OF THE TIME OR TIMES OF THEIR ISSUANCE OR MATURITY, SHALL BE OF EQUAL RANK WITHOUT PREFERENCE, PRIORITY OR DISTINCTION OF ANY OF THE BONDS OVER ANY OTHER THEREOF.	5

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SECTION 5. TERMS AND CONDITIONS OF SALE. THE BOARD HEREBY APPROVES OF THE SALE OF THE BONDS ON A NEGOTIATED BASIS TO THE UNDERWRITER. THE DISTRICT HAS DETERMINED THAT CONDITIONS IN THE MUNICIPAL MARKETPLACE ARE SUFFICIENTLY COMPLEX THAT THE INCREASED FLEXIBILITY THE UNDERWRITER CAN PROVIDE IN STRUCTURING AND PLANNING THE SALE OF THE BONDS DICTATES SALE ON A NEGOTIATED BASIS. THE BONDS SHALL BE SOLD AT A NEGOTIATED SALE UPON THE DIRECTION OF THE SUPERINTENDENT, THE DEPUTY SUPERINTENDENT, THE ASSISTANT SUPERINTENDENT, BUSINESS SERVICES OF THE DISTRICT, THE CHIEF BUSINESS OFFICIAL OR ANY DESIGNEE THEREOF (EACH, AN "AUTHORIZED OFFICER"). THE BONDS SHALL BE SOLD PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE BOND PURCHASE AGREEMENT, AS DESCRIBED BELOW. 5

SECTION 6. DESIGNATION OF FINANCE TEAM. THE BOARD HEREBY CONFIRMS THE DESIGNATION OF DALE SCOTT & COMPANY, AS FINANCIAL ADVISOR AND THE LAW FIRM OF DANNIS WOLIVER KELLEY, LONG BEACH, CALIFORNIA, AS BOND COUNSEL AND DISCLOSURE COUNSEL TO THE DISTRICT IN CONNECTION WITH THE AUTHORIZATION AND ISSUANCE OF THE BONDS. AN AUTHORIZED OFFICER IS HEREBY AUTHORIZED TO EXECUTE A LEGAL SERVICES AGREEMENT WITH MEMBERS OF THE FINANCE TEAM. EACH AUTHORIZED OFFICER, OR ANY DESIGNEE THEREOF, ARE, AND EACH OF THEM ACTING ALONE IS, HEREBY AUTHORIZED TO DESIGNATE THE UNDERWRITER, WHICH DESIGNATION SHALL BE CONCLUSIVELY EVIDENCED BY EXECUTION OF THE BOND PURCHASE AGREEMENT BY AN AUTHORIZED OFFICER. 6

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SECTION 7. TERMS OF BONDS. THE BOARD HEREBY FINDS THAT PRUDENT MANAGEMENT OF THE FISCAL AFFAIRS OF THE DISTRICT REQUIRES THAT THE DISTRICT ISSUE THE BONDS TO REFUND THE REFUNDED BONDS. THE BONDS SHALL BE DATED THEIR DATE OF DELIVERY (OR SUCH OTHER DATE AS MAY BE DESIGNATED IN THE BOND PURCHASE AGREEMENT). THE BONDS SHALL BEAR INTEREST AT RATES NOT TO EXCEED THE MAXIMUM RATE PERMITTED BY LAW, ON THE DATES AND IN THE AMOUNTS AS MAY BE SET FORTH IN THE BOND PURCHASE AGREEMENT, PAYABLE UPON MATURITY. THE BONDS SHALL MATURE ON JULY 1 OF EACH OF THE YEARS AS SET FORTH IN THE BOND PURCHASE AGREEMENT, OR SUCH OTHER MATURITY DATE AS MAY BE SET FORTH IN THE BOND PURCHASE AGREEMENT, THROUGH A DATE NO LATER THAN THE FINAL MATURITY DATE OF THE REFUNDED BONDS. THE BOND PURCHASE AGREEMENT SHALL PROVIDE FOR OPTIONAL, MANDATORY SINKING FUND AND OTHER TYPES AND TERMS OF REDEMPTION FOR THE BONDS AS SHALL PROVE MOST ADVANTAGEOUS IN MARKETING SAID BONDS FOR THE DISTRICT..... 6

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SECTION 8. APPROVAL OF BOND PURCHASE AGREEMENT. THE SUPERINTENDENT OR ANY AUTHORIZED OFFICER, IN CONSULTATION WITH BOND COUNSEL AND SUCH OTHER OFFICERS OF THE DISTRICT AS SHALL BE AUTHORIZED BY THE BOARD, ARE HEREBY AUTHORIZED AND DIRECTED TO ISSUE AND DELIVER THE BONDS AND TO ESTABLISH THE FINAL PRINCIPAL AMOUNT THEREOF, PROVIDED, HOWEVER, THAT SUCH COMBINED PRINCIPAL AMOUNT (IN ONE OR MORE SERIES) SHALL NOT EXCEED THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THIRTY-EIGHT MILLION AND 00/100 DOLLARS (\$38,000,000.00). THE FORM OF THE BOND PURCHASE AGREEMENT ON FILE WITH THE BOARD IS HEREBY APPROVED. THE AUTHORIZED OFFICERS, OR ANY AUTHORIZED DEPUTY, AND SUCH OTHER OFFICERS OF THE DISTRICT AS MAY BE AUTHORIZED BY THE BOARD ARE, AND EACH OF THEM ACTING ALONE IS, AUTHORIZED AND DIRECTED TO EXECUTE AND DELIVER THE BOND PURCHASE AGREEMENT FOR AND IN THE NAME AND ON BEHALF OF THE DISTRICT, WITH SUCH ADDITIONS, CHANGES OR CORRECTIONS THEREIN AS THE OFFICER EXECUTING THE SAME ON BEHALF OF THE DISTRICT MAY APPROVE, IN HIS/HER DISCRETION, AS BEING IN THE BEST INTERESTS OF THE DISTRICT, SUCH APPROVAL TO BE CONCLUSIVELY EVIDENCED BY SUCH OFFICER'S EXECUTION THEREOF, AND ANY OTHER DOCUMENTS REQUIRED TO BE EXECUTED THEREUNDER, AND TO DELIVER THE SAME TO THE UNDERWRITER. THE AUTHORIZED OFFICERS, OR ANY AUTHORIZED DEPUTY, AND SUCH OTHER OFFICERS OF THE DISTRICT AS MAY BE AUTHORIZED BY THE BOARD ARE, AND EACH OF THEM ACTING ALONE HEREBY IS AUTHORIZED AND DIRECTED TO NEGOTIATE WITH THE UNDERWRITER THE INTEREST RATES ON THE BONDS AND THE PURCHASE PRICE OF THE BONDS TO BE PAID BY THE UNDERWRITER, WHICH PURCHASE PRICE SHALL REFLECT AN UNDERWRITER'S DISCOUNT OF NOT TO EXCEED FORTY HUNDREDTHS OF ONE PERCENT (0.40%) (NOT INCLUDING ORIGINAL ISSUE DISCOUNT OR ANY COSTS OF ISSUANCE TO BE PAID BY THE UNDERWRITER) OF THE PRINCIPAL AMOUNT THEREOF.

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SECTION 9. FINAL TERMS OF THE BONDS SHALL BE AS SET FORTH IN THE BOND PURCHASE AGREEMENT. 6

OFFICIAL STATEMENT. THE BOARD HEREBY APPROVES THE FORM OF PRELIMINARY OFFICIAL STATEMENT RELATING TO THE BONDS TO BE USED AND DISTRIBUTED, TOGETHER WITH AN OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE BONDS, IN EACH CASE WITH SUCH CHANGES AS ARE APPROVED BY THE AUTHORIZED OFFICER, WHICH OFFICIAL STATEMENT MAY BE COMBINED WITH THE OFFICIAL STATEMENT FOR THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2012 (MEASURE Q), 2021 SERIES G (THE "SERIES G BONDS") IF IT PROVES ADVANTAGEOUS TO THE DISTRICT TO DO SO. AN AUTHORIZED OFFICER AND SUCH OTHER OFFICERS OF THE DISTRICT AS MAY BE AUTHORIZED BY THE BOARD ARE, AND EACH OF THEM ACTING ALONE HEREBY IS, AUTHORIZED TO DELIVER COPIES OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT WITH SUCH CHANGES THEREIN AS SUCH OFFICER SHALL APPROVE, IN HIS OR HER DISCRETION, AS BEING IN THE BEST INTERESTS OF THE DISTRICT. UPON APPROVAL OF SUCH CHANGES BY SUCH OFFICER, THE PRELIMINARY OFFICIAL STATEMENT SHALL BE "DEEMED FINAL" AS OF ITS DATE EXCEPT FOR THE OMISSION OF CERTAIN INFORMATION AS PROVIDED IN AND PURSUANT TO RULE 15C2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934 (THE "RULE") AND AN AUTHORIZED OFFICER IS AUTHORIZED TO EXECUTE A CERTIFICATE TO THAT EFFECT. ANY AUTHORIZED OFFICER IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE SUCH OFFICIAL STATEMENT WITH SUCH CHANGES THEREIN, DELETIONS THEREFROM AND MODIFICATIONS THERETO AS SUCH AUTHORIZED OFFICER MAY APPROVE, SUCH APPROVAL TO BE CONCLUSIVELY EVIDENCED BY THE EXECUTION AND DELIVERY THEREOF. 7

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SECTION 35. COMPENSATION. THE DISTRICT SHALL PAY TO THE PAYING AGENT FROM TIME TO TIME REASONABLE COMPENSATION FOR ALL SERVICES RENDERED UNDER THIS RESOLUTION, AND ALSO ALL REASONABLE EXPENSES, CHARGES, COUNSEL FEES AND OTHER DISBURSEMENTS, INCLUDING THOSE OF ITS ATTORNEYS, AGENTS, AND EMPLOYEES, INCURRED IN AND ABOUT THE PERFORMANCE OF THEIR POWERS AND DUTIES UNDER THIS RESOLUTION. IN NO EVENT SHALL THE PAYING AGENT BE REQUIRED TO EXPEND ITS OWN FUNDS HEREUNDER..... 15

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SECTION 47. FURTHER ASSURANCES. THE DISTRICT WILL ADOPT, MAKE, EXECUTE AND DELIVER ANY AND ALL SUCH FURTHER RESOLUTIONS, INSTRUMENTS AND ASSURANCES AS MAY BE REASONABLY NECESSARY OR PROPER TO CARRY OUT THE INTENTION OR TO FACILITATE THE PERFORMANCE OF THIS RESOLUTION, AND FOR THE BETTER ASSURING AND CONFIRMING UNTO THE OWNERS OF THE BONDS OF THE RIGHTS AND BENEFITS PROVIDED IN THIS RESOLUTION. 19

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SECTION 50. INDEMNIFICATION OF COUNTY.THE DISTRICT SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, SUITS, JUDGMENTS, DEMANDS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY FEES AND COSTS OF INVESTIGATION) OF ANY NATURE ARISING OUT OF ANY ACTION OR INACTION OF THE DISTRICT WITH RESPECT TO THE ISSUANCE OF THE BONDS. 19

FORM OF BOND..... 1

EXHIBIT A FORM OF BONDA-1

EXHIBIT B DISCLOSURE OF SPECIFIED INFORMATIONB-1

EXHIBIT C FORM OF BOND PURCHASE AGREEMENTC-1

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF EDUCATION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS 2021 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY-EIGHT MILLION DOLLARS

WHEREAS, a duly called election was held in Sacramento City Unified School District (the "District"), Sacramento County (the "County"), State of California, on October 19, 1999 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 2/3 vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$195,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "1999 Authorization");

WHEREAS, the District previously issued its \$45,000,000 Sacramento City Unified School District General Obligation Bonds, Election of 1999, Series B (the "Series 1999B Bonds") under the 1999 Authorization;

WHEREAS, the District also previously issued its \$45,000,000 Sacramento City Unified School District, General Obligation Bonds, Election of 1999, Series C (the "Series 1999C Bonds") under the 1999 Authorization;

WHEREAS, the District also previously issued its \$52,310,000 Sacramento City Unified School District, General Obligation Refunding Bonds, Series 2001 (the "2001 Refunding Bonds") in order to refund certain outstanding general obligation bonds of the District issued under the 1999 Authorization;

WHEREAS, in order to refund portions of the Series 1999B Bonds, the Series 1999C Bonds and the 2001 Refunding Bonds the District issued its \$79,585,000 Sacramento City Unified School District 2011 General Obligation Refunding Bonds (the "2011 Bonds");

WHEREAS, prudent management of the fiscal affairs of the District requires that the District issue refunding bonds (the "Bonds") under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code to refund a portion of the outstanding 2011 Bonds (the "Refunded Bonds"), provided that a sufficient level of savings may be achieved by doing so;

WHEREAS, it appears to the Board of Education of the District (the "Board") that the total net interest cost to maturity plus the principal amount of the Bonds (plus any costs of issuance not funded from proceeds of the Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Bonds without approval of the electorate;

NOW THEREFORE, IT IS ORDERED by the Board of Education of Sacramento City Unified School District as follows:

SECTION 1. Definitions. The following terms shall for all purposes of this Resolution have the following meanings:

"Authorized Investments" shall mean the County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635, but only to the extent that the same are acquired at Fair Market Value.

"Authorizing Law" shall mean Section 53550 *et seq.* of the Government Code of the State of California, as amended.

"Beneficial Owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

"Board of Supervisors" means the Board of Supervisors of the County.

"Bond Counsel" and "Disclosure Counsel" means the law firm of Dannis Woliver Kelley, as Bond Counsel to the District and a firm of nationally recognized standing with respect to the issuance of municipal obligations.

"Bond Insurer" shall mean any financial guaranty company that guarantees the scheduled payments of principal of and interest on the Bonds when due.

"Bond Insurance Policy" shall mean a policy of municipal bond insurance which guarantees the scheduled payments of principal of and interest on the Bonds when due.

"Bond Obligation" shall mean, from time to time as of the date of calculation, the Principal Amount of a Bond.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the District and the Underwriter, relating to the Bonds.

"Bonds" shall mean the Sacramento City Unified School District 2021 General Obligation Refunding Bonds, issued and delivered pursuant to this Resolution.

"Bond Year" shall mean the twelve-month period commencing July 1 in any year and ending on the last day of June in the next succeeding year, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement; provided, however, that the first Bond Year shall commence on the day the Bonds are issued and shall end on June 31, 2022, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement.

"Business Day" shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement of the District for the benefit of the Owners of the Bonds.

"Costs of Issuance" shall mean all of the costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisor fees; rating agency fees and related travel expenses; auditor's fees; legal fees and expenses of Bond and Disclosure Counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees of the Escrow Agent; fees of the escrow verification agent, and other fees and expenses incurred in connection with the issuance of the Bonds or the redemption of the Refunded Bonds, to the extent such fees and expenses are approved by the District.

"County" shall mean Sacramento County, California.

"County Office of Education" shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

"Debt Service" shall have the meaning given to that term in Section 22(c) of this Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 22(a) of this Resolution.

"Depository" shall mean DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by an Authorized Officer.

"Director of Finance" shall mean the Director of Finance of the County.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Agent" shall mean U.S. Bank National Association.

"Escrow Agreement" shall mean that Escrow and Deposit Agreement by and between the District and the Escrow Agent.

"Excess Earnings Fund" shall mean the Excess Earnings Fund established pursuant to Section 23 of this Resolution.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United

States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Fiscal Year" shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year in effect for the District.

"Interest Payment Date" shall mean January 1 and July 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Nominee" shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

"Outstanding" when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 17 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 43 of this Resolution.

"Owner" shall mean the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" shall mean a member of or participant in the Depository.

"Paying Agent" shall mean the Director of Finance of the County of Sacramento, its successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

"Pledged Moneys" shall have the meaning given to that term in Section 21 of this Resolution.

"Principal" or "Principal Amount" shall mean, as of any date of calculation, the principal amount of a Bond.

"Principal Payment Date" shall mean July 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

"Record Date" shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Resolution” shall mean this Resolution of the Board providing for the issuance and sale of the Bonds.

“Securities Depositories” shall mean The Depository Trust Company; and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in a certificate of the County delivered to the Paying Agent.

“State” shall mean the State of California.

“Superintendent” shall mean the Superintendent of the District.

“Superintendent of Schools” shall mean the Superintendent of Schools of the County.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Section 40 or Section 41 hereof.

“Tax Certificate” shall mean a tax and non-arbitrage certificate of the District delivered in connection with the issuance of the Bonds.

“Transfer Amount” shall mean the aggregate Principal Amount of a Bond to be transferred.

“Underwriter” shall mean one or more underwriter(s) to be selected by the District after a competitive selection process and named in the Bond Purchase Agreement, as underwriter(s) for the Bonds.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Terms and Conditions of Sale. The Board hereby approves of the sale of the Bonds on a negotiated basis to the Underwriter. The District has determined that conditions in the municipal marketplace are sufficiently complex that the increased flexibility the Underwriter can provide in structuring and planning the sale of the Bonds dictates sale on a negotiated basis. The Bonds shall be sold at a negotiated sale upon the direction of the

Superintendent, the Deputy Superintendent, the Assistant Superintendent, Business Services of the District, the Chief Business Official or any designee thereof (each, an "Authorized Officer"). The Bonds shall be sold pursuant to the terms and conditions set forth in the Bond Purchase Agreement, as described below.

Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement (the "Finance Charge"); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service payments on the Bonds through the final maturity of the Bonds are set forth on **Exhibit B** attached hereto and incorporated herein.

SECTION 6. Designation of Finance Team. The Board hereby confirms the designation of Dale Scott & Company, as Financial Advisor and the law firm of Dannis Woliver Kelley, Long Beach, California, as Bond Counsel and Disclosure Counsel to the District in connection with the authorization and issuance of the Bonds. An Authorized Officer is hereby authorized to execute a legal services agreement with members of the finance team. Each Authorized Officer, or any designee thereof, are, and each of them acting alone is, hereby authorized to designate the Underwriter, which designation shall be conclusively evidenced by execution of the Bond Purchase Agreement by an Authorized Officer.

SECTION 7. Terms of Bonds. The Board hereby finds that prudent management of the fiscal affairs of the District requires that the District issue the Bonds to refund the Refunded Bonds. The Bonds shall be dated their date of delivery (or such other date as may be designated in the Bond Purchase Agreement). The Bonds shall bear interest at rates not to exceed the maximum rate permitted by law, on the dates and in the amounts as may be set forth in the Bond Purchase Agreement, payable upon maturity. The Bonds shall mature on July 1 of each of the years as set forth in the Bond Purchase Agreement, or such other maturity date as may be set forth in the Bond Purchase Agreement, through a date no later than the final maturity date of the Refunded Bonds. The Bond Purchase Agreement shall provide for optional, mandatory sinking fund and other types and terms of redemption for the Bonds as shall prove most advantageous in marketing said Bonds for the District.

SECTION 8. Approval of Bond Purchase Agreement. The Superintendent or any Authorized Officer, in consultation with Bond Counsel and such other officers of the District as shall be authorized by the Board, are hereby authorized and directed to issue and deliver the Bonds and to establish the final Principal Amount thereof, provided, however, that such combined Principal Amount (in one or more series) shall not exceed the maximum aggregate Principal Amount of Thirty-Eight Million and 00/100 Dollars (\$38,000,000.00). The form of the Bond Purchase Agreement on file with the Board is hereby approved. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the District, with such additions, changes or corrections therein as the officer executing the same on behalf of the District may approve, in his/her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is authorized and directed to negotiate with the Underwriter the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not to exceed Forty Hundredths of One Percent

(0.40%) (not including original issue discount or any Costs of Issuance to be paid by the Underwriter) of the Principal Amount thereof. Final terms of the Bonds shall be as set forth in the Bond Purchase Agreement.

SECTION 9. Official Statement. The Board hereby approves the form of Preliminary Official Statement relating to the Bonds to be used and distributed, together with an Official Statement in connection with the sale of the Bonds, in each case with such changes as are approved by the Authorized Officer, which Official Statement may be combined with the official statement for the District's General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the "Series G Bonds") if it proves advantageous to the District to do so. An Authorized Officer and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official Statement and the Official Statement with such changes therein as such officer shall approve, in his or her discretion, as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be "deemed final" as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") and an Authorized Officer is authorized to execute a certificate to that effect. Any Authorized Officer is hereby authorized and directed to execute such Official Statement with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. Approval of Escrow Agreement. The forms, terms and provisions of the Escrow Agreement are hereby approved. Any Authorized Officer is hereby authorized on behalf of the Board and in its name to execute and deliver the Escrow Agreement to the Escrow Agent, in substantially the form presented to and considered by this Board, with such changes therein as may be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by the execution thereof.

SECTION 11. Authorization of Officers. The officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

SECTION 12. Use of Bond Proceeds. Bonds of the District shall be issued in the name of the District in an aggregate Principal Amount not to exceed \$38,000,000, and proceeds of the Bonds shall be applied to (i) the redemption of the Refunded Bonds in accordance with the Escrow Agreement and (ii) pay the Costs of Issuance.

SECTION 13. Designation and Form; Payment.

(a) An issue of Bonds of one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate Principal Amount not to exceed \$38,000,000. Such Bonds shall be general obligations of the District, payable as to Principal and interest from *ad valorem* taxes to be levied upon all of the taxable property in the District without limitation as to rate or amount (except certain personal property which is taxable at limited rates). The Bonds shall be designated "Sacramento City Unified School District 2021 General Obligation Refunding Bonds" with such additional series designations as may be necessary or advisable in order to market the Bonds, as set forth in the Bond Purchase Agreement. The Bonds shall be subject to redemption as further set forth in the Bond Purchase Agreement, pursuant to this Resolution.

(b) The forms of the Bonds shall be substantially in conformity with the standard forms of registered school district bonds, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

(c) Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 14. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 15. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities of the Bonds within each series. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER

NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on, the Bonds. The District may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on, such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on, the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee of the Depository.

(b) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Superintendent within 90 days after the District receives notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Superintendent shall issue new bonds representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Superintendent shall execute and deliver certificates representing the Bonds as provided below. Certificated securities issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The Superintendent shall then deliver certificated securities representing the new bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully-registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 16. Execution of the Bonds.

(a) The Bonds shall be executed in the name of the District by the manual or facsimile signature of the President of the Board and the manual or facsimile signature of the Secretary or the Clerk of the Board or by a deputy of either of such officers. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 17. Transfer and Exchange. The transfer of any Bond may be registered upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in **Exhibit A** hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and

discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Transfer Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 18. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount, Series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 19. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

SECTION 20. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be

transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, after a date in said notice, which date shall not be less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds.

SECTION 21. Payment and Security for the Bonds. The Board of Supervisors shall annually at the time of making the levy of taxes for County purposes, levy a continuing direct *ad valorem* tax for the Fiscal Year upon the taxable property in the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of and interest on each Bond as each becomes due and payable in the next succeeding Bond Year. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The District hereby pledges as security for the Bonds and the interest thereon, all revenues from the property taxes collected from the aforementioned levy and the amounts on deposit in the District's Debt Service Fund, including the interest earnings thereon (the "Pledged Moneys"). The foregoing pledge is an agreement between the District and the owners of the Bonds to provide security for the Bonds in addition to any statutory lien that may exist. The County shall deposit or cause to be deposited in the District's Debt Service Fund, the proceeds from the levy of the aforementioned tax that the County receives and all interest earnings thereon. The Pledged Moneys shall be used to pay the Principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

SECTION 22. Debt Service Fund.

(a) All Pledged Moneys shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(b) The County shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest due on the Bonds (collectively, the "Debt Service") on each Interest Payment Date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(c) The District shall cause moneys to be transferred to the extent needed to comply with the Tax Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District.

SECTION 23. Establishment and Application of Excess Earnings Fund. The District shall establish a special fund designated "Sacramento City Unified School District 2021 General Obligation Refunding Bonds Excess Earnings Fund" (the "Excess Earnings Fund") which shall be administered by the County Office of Education for the account of the District and which shall be kept separate and apart from all other funds and accounts held

hereunder. The District shall deposit, or cause to be deposited, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate.

SECTION 24. Payment of Costs of Issuance. The District may pay, or cause to be paid, Costs of Issuance using proceeds of the Bonds as provided in the Bond Purchase Agreement.

SECTION 25. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the County Office of Education may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 27. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, as appropriate, of such Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least twenty (20) but not more than sixty (60) days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing

on the Bond Register. Notice of redemption may be given on a conditional basis in contemplation of a refunding of the Bonds.

(b) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Municipal Securities Rulemaking Board.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by Series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided hereunder, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 31. Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service

Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

SECTION 32. Paying Agent, Appointment and Acceptance of Duties.

(a) The Board hereby consents to and confirms the appointment of the Director of Finance of the County to act as Paying Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 33. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 34. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 35. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Paying Agent be required to expend its own funds hereunder.

The fees and expenses of the Paying Agent not paid from the proceeds of the sale of the Bonds shall be paid each year from the Debt Service Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 36. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 37. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The Paying Agent initially appointed hereunder may resign from service as Paying Agent and the Superintendent may remove such Paying Agent or any subsequent

Paying Agent as provided in the respective Paying Agent's service agreement. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be a bank or trust company doing business in and having a corporate trust office in San Francisco or Los Angeles, California, with at least \$50,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

SECTION 38. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested by the Director of Finance in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Excess Earnings Fund and the Debt Service Fund shall remain on deposit in such funds.

Earnings on the investment of moneys in the Debt Service Fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal, and premium, if any, on Bonds of the District.

All funds held in the Debt Service Fund of the District shall be invested at the sole discretion of the Director of Finance of the County. Proceeds of the Bonds held by the Director of Finance shall be invested at the Director of Finance's sole discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. The Director of Finance is hereby authorized and requested to invest any or all funds held hereunder at the Director of Finance's discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time, and in other investments, defined as permitted investments, in the Official Statement. In addition, to the extent permitted by law (a) at the written request of an authorized officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in Authorized Investments (b) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, the Director of Finance shall deposit any investment of all or any portion of the building fund of the District made pursuant to Education Code Section 41015 in accordance with the instructions of the Authorized Officer and Education Code Section 41016.

SECTION 39. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account.

The District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

SECTION 40. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that if a Bond Insurance Policy is in effect, and provided that the Bond Insurer, if any, complies with its obligations thereunder, the Bond Insurer shall be deemed to be the sole Owner of the Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 41. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the County or the District in this Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution;

(e) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or

(f) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners.

SECTION 42. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

SECTION 43. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the Principal of and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Paying Agent, in trust, at or before maturity, cash which is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent hereunder, in trust, lawful money or non-callable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent hereunder and the obligation of the District to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 44. Bond Insurance. All or a portion of the Bonds may be sold with bond insurance or other form of credit enhancement, if the Superintendent or any Authorized Officer, in consultation with the Underwriter and the Financial Advisor, determines that the savings to the District resulting from the purchase of such bond insurance exceeds the cost thereof.

SECTION 45. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the terms of the Continuing Disclosure Agreement.

Any Underwriter, any Owner or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Agreement.

SECTION 46. Tax Covenants. The District hereby covenants that it shall not, directly or indirectly, use or permit the use of any proceeds of any of the Bonds, or of any of the property financed or refinanced with the proceeds of the Bonds, or other funds of the District, or take or omit to take any action that would cause the Bonds to be deemed "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To that end, the District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury promulgated thereunder to the extent that such requirements are in effect and applicable to the Bonds. The District further covenants and agrees to comply with the requirements of the Tax Exemption Certificate to be executed and delivered in connection with the delivery of the Bonds to the original purchasers thereof.

SECTION 47. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

SECTION 48. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in connection with the issuance of the Bonds.

SECTION 49. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby. The Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the *ad valorem* taxes lawfully levied to pay the Principal of or interest on the Bonds.

SECTION 50. Indemnification of County. The District shall indemnify the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demands, damages, liabilities and expenses (including attorney fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

The foregoing resolution was, on the 6th day of May, 2021, adopted by the Board of Education of the Sacramento City Unified School District at a regular meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By: _____
President of the Board of Education

ATTEST:

By: _____
Secretary to the Board of Education

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2021 GENERAL OBLIGATION REFUNDING BONDS**

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

____%

_____, 20__

_____, 2021

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Sacramento City Unified School District (the "District"), Sacramento County, State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the dated date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ (each, an "Interest Payment Date") in each year to the registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on _____ 15, 20__, in which event it shall bear interest from its date; provided, however, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment). The Principal Amount hereof is payable at the office of the Director of Finance of the County of

Sacramento, as paying agent (the "Paying Agent"), in Sacramento, California. The interest hereon is payable by check or draft mailed by first class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date.

The Bonds of this issue are comprised of \$_____ Principal Amount. This Bond is issued by the District under and in accordance with the provisions of Section 53550 *et seq.* of the California Government Code (the "Act") and pursuant to a resolution adopted by the Board of Education of the District on _____, 2021 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the office of the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds are refunding certain general obligation bonds of the District (the "Refunded Bonds") that were authorized by a vote of more than 2/3 of the qualified electors (or more than 55% of the electors when legally permissible) of the District voting on the proposition at a general election held therein to determine whether such Refunded Bonds should be issued.

This Bond is a general obligation of the District, payable as to both Principal and interest from *ad valorem* taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds shall subject to redemption as set forth in the Bond Purchase Agreement.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution,

other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; (5) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or (6) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Education Code of the State and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act and of the Constitution of the State of California, and that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by law.

IN WITNESS WHEREOF, Sacramento City Unified School District has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the Sacramento City Unified School District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the Sacramento City Unified School District.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____ [FORM; DO NOT SIGN]
President of the Board of Education

Countersigned:

By: _____ [FORM; DO NOT SIGN]
Secretary to the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Sacramento City Unified School District.

DATED: _____, 2021

**DIRECTOR OF FINANCE OF THE COUNTY
OF SACRAMENTO**, as Paying Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By _____
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock exchange or a commercial bank or trust company.

EXHIBIT B

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds: 1.10%
2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties: \$385,000.00
3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest: \$37,015,000.00
4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any): \$38,750,000.00

\$ _____
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2021 GENERAL OBLIGATION REFUNDING BONDS**

BOND PURCHASE AGREEMENT

_____, 2021

Members of the Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Ladies and Gentlemen:

The undersigned, [UNDERWRITER], as underwriter (the "Underwriter"), acting on its own behalf and not as the District's (as defined herein) fiduciaries or agents, offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Sacramento City Unified School District (the "District"), which, upon the District's acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the District at any time prior to such acceptance.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's 2021 General Obligation Refunding Bonds (the "Bonds"). The Underwriter shall purchase the Bonds at a price of \$_____ (which is equal to the principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less an Underwriter's discount of \$_____). At the request and on behalf of the District, the Underwriter will transfer \$_____ from the purchase price to U.S. Bank National Association for payment of costs of issuance on the Closing Date (as defined herein).

The District acknowledges and agrees that: (a) the purchase and sale of the Bonds under this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as a municipal advisor (as defined in Section 15B9e)(4) of the Securities Exchange Act of 1934, as amended) or as the agent or fiduciary of the District; (c) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to: (i) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (ii) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and (d) the District has consulted with its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter's disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

Section 2. The Bonds. The Bonds shall be dated their date of delivery (the "Date of Delivery") and shall be payable as to interest on each January 1 and July 1, commencing January 1, 2022. The Bonds shall bear interest at the rates, shall mature on the dates and in the years, and shall be subject to redemption, as shown on Appendix A hereto which is incorporated herein by reference, and shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on _____, 2021 (the "Resolution") and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code and other applicable law (the "Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (defined below) or, if not defined in the Official Statement, in the Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). The Bonds shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple thereof.

The proceeds of the Bonds will be applied by the District to refund a portion of the District's 2011 General Obligation Refunding Bonds (the "Refunded Bonds"), pursuant to an Escrow and Deposit Agreement dated as of _____, 2021 (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow bank (in such capacity, the "Escrow Bank").

The Director of Finance of Sacramento County (the "Paying Agent") shall serve as the initial paying agent for the Bonds pursuant to a Paying Agent Agreement with respect to the Bonds (the "Paying Agent Agreement"), entered into by and between the District and the Paying Agent.

Section 3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by Dale Scott & Company, as the District's municipal advisor ("Municipal Advisor"), and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to

the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter

participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to

participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 4. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below) and the Official Statement, the Resolution, the Escrow Agreement, the Continuing Disclosure Agreement, the Paying Agent Agreement, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, except as such other documents shall otherwise provide. The Resolution, this Purchase Agreement, the Escrow Agreement, the Paying Agent Agreement, the Continuing Disclosure Agreement and the Official Statement are collectively referred to as the "Legal Documents." The District does not object to distribution of the Official Statement in electronic form.

Section 5. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover pages of the Official Statement and as set forth in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds.

Section 6. Review of Official Statement. The Underwriter hereby represents that they have received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2021 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was deemed final as of the date thereof, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and consents to, confirms, approves and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined herein) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first-class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined below).

Section 7. Closing. At 9:00 a.m., California time, on _____, 2021 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter, through the facilities of DTC, or as the District and the Underwriter may otherwise mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Dannis Woliver Kelley ("Bond Counsel"), in Sacramento, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof, as provide in Section 1, in immediately available funds by wire transfer to or upon the order of the District.

Section 8. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is, and will be at Closing, a unified school district duly organized and validly existing under the laws of the State of California (the "State"), with full legal power to issue the Bonds pursuant to the Act, to adopt the Bond Resolution and to enter into this Purchase Agreement, and the Continuing Disclosure Agreement (as defined in paragraph (l) below).

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into the Legal Documents, to adopt the Resolution, to refund the Refunded Bonds, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds and the Legal Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided,

however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **Internal Revenue Code.** The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax, of the interest on the Bonds.

(e) **No Financial Advisory Relationship.** The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(f) **Underwriter Not Fiduciary.** Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.

(g) **No Conflicts; No Default.** To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the Legal Documents and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event which would have a material and adverse effect upon the financial condition of the District has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing.

(h) **Litigation.** As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the application of the proceeds of the sale of the Bonds, or the collection or levy of taxes contemplated by the Resolution and available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Legal Documents, the pledge of funds pursuant to the Resolution or the Legal Documents or contesting the powers of the District or its authority with respect to the Bonds or the Legal Documents or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the Legal

Documents, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(i) **No Other Debt.** Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body on behalf of the District will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(j) **Arbitrage Certificate.** Any certificates signed by an officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(k) **Certificates.** Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(l) **Continuing Disclosure.** At or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") substantially in the form attached to the Preliminary Official Statement and Official Statement in Appendix D. Except as otherwise described in the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings in a written Continuing Disclosure Agreement or agreement under the Rule. To ensure compliance with its continuing disclosure undertakings, the District has engaged Dale Scott & Company to serve as dissemination agent.

(m) **Official Statement Accurate and Complete.** The Preliminary Official Statement, as of its date, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the date of Closing (the "Closing Date"), the Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (f) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(n) **Financial Statements of District.** The financial statements of the District contained in the Preliminary Official Statement and final Official Statement fairly present the financial position and results of operations of the District as of the

dates and for the periods therein set forth, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the District.

(o) **Levy of Tax.** The District hereby agrees to take any and all actions as may be required by Sacramento County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Director of Finance of the County a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and the policies and procedures of the County.

Section 9. Representations and Agreements of the Underwriter. The Underwriter represents to and agree with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and the Underwriter is authorized to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as Underwriter with respect to securities of the District.

(c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to any officer, agent or employee of the District), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement;

(d) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(e) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

Section 10. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) **Securities Laws.** The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request, at the Underwriter's cost and expense, in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions; provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(b) **Application of Proceeds.** The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution.

(c) **Official Statement.** The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") (a) an electronic copy in word-searchable pdf format, and (b) printed, conformed copies in such reasonable quantities as may be requested by the Underwriter not later than seven (7) business days following the date this Purchase Agreement is signed, in such quantities as may be requested by the Underwriter, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) **Subsequent Events.** The District hereby agrees to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is 90 days following the Closing.

(e) **References.** References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(f) **Amendments to the Official Statement.** During the period ending on the twenty-fifth day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter, provided that the Underwriter may not unreasonably withhold such approval and that the Underwriter may not object to such amendments or supplements if they result in a correction of the Official Statement; and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the Closing Date; or (B) when the Underwriter no longer retain an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

Section 11. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) **Representations True.** The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the Closing Date; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.

(b) **Obligations Performed.** At the time of the Closing, (i) the Official Statement and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Legal Documents or the Official Statement to be performed at or prior to the Closing.

(c) **Adverse Rulings.** No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) **Marketability.** The Underwriter shall have the right to cancel the Underwriter's obligation to purchase the Bonds if, between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth on Appendix A hereto have been materially adversely affected (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), in the judgment of the Underwriter, by reason of any of the following:

(i) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State of California (the "State"), or introduced in the Congress or recommended for passage by the President of the United States

or by a member of the President's Cabinet (by press release, other form of notice or otherwise) or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of changing, directly or indirectly, the federal income tax consequences or State tax consequences of the interest on the Bonds or of obligations of the general character of the Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or would be in violation of any provision of the federal securities laws;

(ii) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States, or the occurrence of any other national or international emergency, calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York State or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(vii) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(viii) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(ix) there shall have occurred any adverse change or any development involving a prospective change in the condition, financial or otherwise, of the District which, in the reasonable opinion of the Underwriter, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the matter contemplated in the Official statement;

(x) the suspension by the SEC of trading of any outstanding securities of the District;

(xi) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(xii) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(xiii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in either such event, the District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred.

(e) **Delivery of Documents.** At or prior to the Closing Date, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) *Opinions.*

(A) *Opinion of Bond Counsel.* (I) An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the Closing Date, addressed to the District, in substantially the form set forth in Appendix A of the Preliminary Official Statement and the Official Statement and (II) a reliance letter from Bond Counsel to the effect that the Underwriter may rely upon such approving opinion of Bond Counsel.

(B) *Supplemental Opinions of Bond Counsel.* Supplemental opinions of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:

(1) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "TAX MATTERS," "CONTINUING DISCLOSURE," and APPENDIX A - "Forms of Bond Counsel Opinion" to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Agreement, and the form and content of Bond Counsel's approving opinion with respect to the Bonds, are accurate in all material respects and fairly and accurately summarize the matters purported to be summarized therein; provided further that Bond Counsel need not express any opinion with respect to any financial or statistical data, or information concerning The Depository Trust Company or related to its book-entry-only system;

(2) the Continuing Disclosure Agreement, the Paying Agent Agreement, the Escrow Agreement, and this Purchase Agreement have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and

(3) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(C) *Defeasance Opinion.* The opinion of Dannis Woliver Kelley dated the Closing Date and addressed to the District and the Underwriter, with respect to the defeasance of the Refunded Bonds and included therein an opinion that the Escrow Agreement has been duly authorized and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the District.

(D) *Disclosure Counsel Opinion.* The opinion of Dannis Woliver Kelley dated the Closing Date and addressed to the District and the Underwriter, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the financial advisor to the District, the District, the County and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Preliminary Official Statement, as of its date, or the Official Statement as of its date and as of the Closing Date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices B, C, E, and F, or any information about DTC or its book-entry-only system included therein, as to which such counsel need express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(E) *Underwriter's Counsel Opinion.* The opinion of _____, counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(ii) *Escrow Bank Certificate.* A certificate of the Escrow Bank, in form and substance acceptable to Bond Counsel and the Underwriter to the effect that:

(A) the Escrow Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Escrow Agreement;

(B) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank;

(C) to the best knowledge of the Escrow Bank, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Escrow Bank or threatened against the Escrow Bank which in the reasonable judgment of the Escrow Bank would affect the existence of the Escrow Bank, or in any way contesting or affecting the validity or enforceability of the Escrow Agreement, or contesting the powers of the Escrow Bank or its authority to enter into and perform its obligations under the Escrow Agreement; and

(D) to the best knowledge of the Escrow Bank, compliance with the terms of the Escrow Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, bond, note, resolution or any other agreement or instrument to which the Escrow Bank is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Escrow Bank or any of its activities or properties.

(iii) *District Certificates.* A certificate signed by appropriate officials of the District to the effect that (A) such officials are authorized to execute this Purchase Agreement; (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date; (C) the District has complied with all the terms of the Legal Documents to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect as of the Closing; (D) no litigation is pending or, as to the basic knowledge of the District, threatened (either in State or federal courts) (i) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (ii) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds or the Legal Documents or (iii) in any way contesting the existence or powers of the District; (E) such District officials have reviewed the Preliminary Official Statement and the Official Statement and on such basis certify that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date, does not contain any untrue statement of a material fact, or omit to state a material fact, required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading (excluding therefrom information regarding DTC and its book-entry only system); (F) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution and (G) no further consent is required to be obtained for the inclusion of the District's audited financial statements, including the accompanying accountant's letter, in the Official Statement.

(iv) *Paying Agent Certificate.* A certificate of the Paying Agent, signed by a duly authorized officer thereof, in form and substance acceptable to Bond Counsel and the Underwriter to the effect that:

(A) the Paying Agent has full power and authority to enter into and perform its duties under the Paying Agent Agreement;

(B) the Paying Agent Agreement has been duly authorized, executed and delivered by the Paying Agent;

(C) to the best knowledge of the Paying Agent, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Paying Agent or threatened against the Paying Agent which in the reasonable judgment of the Paying Agent would affect the existence of the Paying Agent, or in any way contesting or affecting the validity or enforceability of the Paying Agent Agreement, or contesting the powers of the Paying Agent or its authority to enter into and perform its obligations under the Paying Agent Agreement; and

(D) to the best knowledge of the Paying Agent, compliance with the terms of the Paying Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, bond, note, resolution or any other agreement or instrument to which the Paying Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Paying Agent or any of its activities or properties.

(v) *Tax Certificate.* A non-arbitrage tax certificate of the District in form satisfactory to Bond Counsel.

(vi) *15c2-12 Certificate.* A certificate of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule.

(vii) *Ratings.* Evidence satisfactory to the Underwriter that the Bonds have been rated “___” by Fitch Ratings and “___” by Standard & Poor’s, and that such ratings have not been revoked or downgraded.

(viii) *District Resolution.* A certificate, together with fully executed copies of the Resolution, of the Secretary to or the Clerk of the District’s Board of Education to the effect that:

(A) such copies are true and correct copies of the Resolution; and

(B) the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(ix) *Official Statement.* A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule.

(x) *Continuing Disclosure Agreement.* An executed copy of the Continuing Disclosure Agreement, substantially in the form presented in the Official Statement as Appendix D thereto.

(xi) *Escrow Agreement.* An executed copy of the Escrow Agreement.

(xii) *Paying Agency Agreement.* An executed copy of the Paying Agency Agreement.

(xiii) *Verification Report.* A report and opinion of Causey, Demgen & Moore, PC, with respect to the sufficiency of the funds held and invested under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement.

(xiv) *Letter of Representations.* A copy of the signed Letter of Representations as filed with DTC.

(xv) *Form 8038-G.* Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(xvi) *CDIAC Statements.* A copy of the filings with the California Debt and Investment Advisory Commission pursuant to the applicable provisions of the California Government Code.

(xvii) *Other Documents.* Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence: (A) compliance by the District with legal requirements; (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement; and (C) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) **Termination.** Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California time, on the Closing Date, as provided herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 15 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

Section 12. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder, and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

Section 13. Expenses. Except as herein described, all expenses and costs of the District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriter shall be paid for by the District from proceeds of the Bonds including, without limitation: (a) the cost of the preparation and reproduction of the Resolution; (b) the fees and disbursements of Bond Counsel and Disclosure Counsel; (c) the fees and disbursements related to the escrow verification report; (d) the cost of the preparation, printing and delivery of the Bonds; (e) the fees, if any, for Bond ratings, including all necessary travel expenses; (f) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (g) the initial fees of the Paying Agent and Escrow Agent; (h) the fees and disbursements of the Municipal Advisor and (i) all other fees and expenses incident to the issuance and sale of the Bonds.

The District shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which is incidental to implementing this Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other fees and costs incident to the issuance and sale of the Bonds.

Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the fees and disbursements of Underwriter's Counsel, CUSIP Bureau registration fees, travel and other expenses (except those expressly provided above), without limitation.

Notwithstanding Section 11(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 13(e) above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

Section 14. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Assistant Superintendent, Business Services at the address set forth on the first page hereof, or if to the Underwriter, to [_____], [ADDRESS], [CITY], California [ZIP] Attention: _____, [Managing Director].

Section 15. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). The term "successor" shall not include any owner of any Bonds merely by virtue of such ownership. No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 16. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

Section 18. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

Section 19. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Section 20. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

[UNDERWRITER],
as Underwriter

By _____
[Managing Director]

The foregoing is hereby agreed to and accepted
at _____ P.M. Pacific Time, this _____ day
of _____, 2021:

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By _____
[Assistant Superintendent, Business Services]

APPENDIX A

**INTEREST RATES, REOFFERING YIELDS, MATURITIES, AND
REDEMPTION PROVISIONS**

\$ _____
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2021 GENERAL OBLIGATION REFUNDING BONDS**

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	10% Sold	Hold the Offering Price Applies
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						

^c Priced to first optional redemption date of July 1, 20__.

Redemption

Optional Redemption. The Bonds maturing on or before July 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on July 1, 20__ may be redeemed before maturity at the option of the District, from any source of available funds, on any date on or after July 1, 20__ at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, without premium.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2021 GENERAL OBLIGATION REFUNDING BONDS**

CERTIFICATE OF THE UNDERWRITER

This certificate is being delivered by [UNDERWRITER] ("Underwriter") in connection with the issuance of the \$ _____ Sacramento City Unified School District 2021 General Obligation Refunding Bonds (the "Bonds"). Underwriter hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Bonds to the Sacramento City Unified School District ("District") and Dannis Woliver Kelley Bond Counsel to the District ("Bond Counsel"), as follows:

1. Bond Purchase Agreement. On _____, 2021 (the "Sale Date"), Underwriter and the District executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. Underwriter has not modified the Purchase Agreement since its execution on the Sale Date.

2. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective prices shown on Schedule A hereto.

3. Certain Defined Terms.

(a) Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Board of Trustees of the District adopted on _____, 2021 ("District Resolution"), shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Bonds.

(b) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(c) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

4. Use of Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's

interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate of the District dated _____, 2021, and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the District from time to time relating to the Bonds.

Dated: _____, 2021

[UNDERWRITER]

By: _____
Managing Director

SCHEDULE "A"

SALE PRICES OF THE GENERAL RULE MATURITIES

\$ _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2021 GENERAL OBLIGATION REFUNDING BONDS**

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>General Rule Maturity</u>	<u>Hold the Offering Price Applies</u>
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						

^c Priced to first optional redemption date of July 1, 20__.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[To be attached]

ESCROW AND DEPOSIT AGREEMENT

This Escrow and Deposit Agreement, dated as of _____, 2021 (the "Agreement") by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder (the "Escrow Agent"), and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under the laws of the State of California (the "District").

WITNESSETH:

WHEREAS, the District has heretofore caused the issuance and sale of its Sacramento City Unified School District (County of Sacramento, State of California) 2011 General Obligation Refunding Bonds in the aggregate principal amount of \$79,585,000 (the "2011 Bonds");

WHEREAS, the 2011 Bonds were issued pursuant to a Resolution adopted by the Board of Education of the District on February 3, 2011 (the "2011 Resolution") providing the terms of redemption thereof;

WHEREAS, the 2011 Bonds maturing on July 1, 2022 through July 1, 2026, inclusive, and July 1, 2029 (the "Refunded Bonds"), are subject to optional redemption on any date on or after July 1, 2021 (the "Redemption Date") at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the Redemption Date, without premium;

WHEREAS, in order to provide for the redemption of the Refunded Bonds on, the Redemption Date, the District has issued \$_____ aggregate principal amount of its Sacramento City Unified School District 2021 General Obligation Refunding Bonds (the "Bonds");

WHEREAS, the Director of Finance of the County of Sacramento is the current Paying Agent for the 2011 Bonds ("Paying Agent");

WHEREAS, the District wishes to provide for the application of the net proceeds of the Bonds, together with the interest earned from the investment thereof, to effect the current refunding of the Refunded Bonds; and

NOW, THEREFORE, the District and the Escrow Agent agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Each party hereto, as to itself and not as to the other party, hereby represents, warrants and agrees that:

Section 1.1 Authorization. The execution, delivery and performance of this Agreement by such party are within such party's respective powers and have been duly authorized by all necessary action of such party.

Section 1.2 No Conflict. The District represents, warrants and agrees to its current actual knowledge that the execution, delivery and performance of this Escrow Agreement

will not violate or conflict with (i) the 2011 Resolution or any Resolution of the District; (ii) the Constitution or laws of the State of California; or (iii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the District or its operations.

The Escrow Agent represents and warrants, to its current actual knowledge, that the execution, delivery and performance of this Escrow Agreement will not violate or conflict with (i) the articles of association or bylaws of the Escrow Agent; and (ii) any decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other governmental or public entity with jurisdiction over the trust powers and operation of the Escrow Agent.

Section 1.3 Binding Obligation. This Escrow Agreement has been duly executed by, and is a legally valid and binding obligation of each party, enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, and by general principles of equity.

Section 1.4 Title to Moneys Deposited in Escrow. The District has good, sufficient and legal title to the moneys deposited in the Escrow Fund established hereunder free and clear of all liens other than those created hereby.

ARTICLE II

ESTABLISHMENT OF ESCROW FUND

Section 2.1 Creation of Escrow Fund. The Escrow Agent is hereby directed to establish a special escrow fund to be designated as the "2011 Refunding Bonds Escrow Fund" (the "Escrow Fund"), into which the Escrow Agent shall deposit proceeds of the Bonds in the amount of \$_____ (the "Escrow Deposit"). Initially, the Escrow Agent shall apply \$_____ from the Escrow Deposit to the purchase of those certain securities as described on **Schedule B** hereto and to hold \$_____ in cash, uninvested. The Escrow Agent is hereby irrevocably directed by the District to make the deposit and investments as set forth herein.

Section 2.2 Permitted Investments. The District hereby instructs that the Escrow Deposit shall be invested by the Escrow Agent in those certain investments, all of which are non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United State of America, in accordance with the 2011 Resolution, as more particularly described on **Schedule B** to this Escrow Agreement, which is incorporated herein by this reference (the "Escrowed Securities"). The proceeds of the Escrowed Securities shall be applied to redeem the Refunded Bonds on, the Redemption Date.

Section 2.3 Additional Investments. Except as otherwise expressly provided in Sections 2.1 and 2.2 hereof, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Escrowed Securities held hereunder or to sell, transfer or otherwise dispose of the Escrowed Securities acquired hereunder, or to pay interest on any such moneys not required to be invested hereunder.

Section 2.4 [RESERVED].

Section 2.5 Deposit of Funds. The Escrow Agent hereby acknowledges receipt of the deposit of the moneys into the Escrow Fund as described in Section 2.1 hereof.

Section 2.6 Purpose of Deposit. The deposit by the District of the Escrow Deposit in the Escrow Fund shall constitute an irrevocable deposit thereof for the uses and purposes specified in this Agreement and in the provisions of 2011 Resolution expressly referred to herein, and such moneys and all interest thereon shall be held and applied solely for such uses and purposes. The Escrow Deposit, along with the proceeds of investment thereof, shall be held by the Escrow Agent separate and apart from all other funds and shall not be commingled with other moneys for any purpose.

Section 2.7 Redemption of Refunded Bonds. The Escrow Agent shall collect the matured principal of and payments of interest on the Escrowed Securities as the same become due and payable and deposit the same in the Escrow Fund. Not later than the date on which any payment on any of the Refunded Bonds is required to be made, as set forth on **Schedule A**, or if such date is not a Business Day (which shall mean any day other than a Saturday or Sunday on which the Escrow Agent and banks and trust companies located in New York, New York, or San Francisco, California are not authorized or required to remain closed and on which the New York Stock Exchange is open) then not later than the Business Day next preceding such date, the Escrow Agent shall wire transfer to the Paying Agent, from the funds in the Escrow Fund, the applicable amount as set forth in **Schedule A** attached hereto. The Escrow Agent may conclusively rely upon **Schedule A** with respect to all information set forth therein.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund will not be sufficient to make all payments required hereunder, the Escrow Agent shall give notice thereof to the District in accordance with Section 5.4 hereof of the amount of such deficiency and the District agrees to pay the amount of such deficiency into the Escrow Fund from any source of lawfully available moneys. In no event shall the Escrow Agent be responsible or liable for such deficiency of funds.

Any moneys held by the Escrow Agent for the redemption of the Refunded Bonds, after the transfers are made by the Escrow Agent required hereunder (as set forth in **Schedule A**), which remain unclaimed for 18 months after the date when all of the principal of and interest on the Refunded Bonds has become due and payable, shall be paid to the District (without liability for interest) to be used for any of its lawful purposes and the Escrow Agent shall thereupon be released and discharged with respect thereto. Thereafter, the Escrow Fund shall be closed.

Section 2.8 Notices to Owners of Refunded Bonds. The District shall provide (or shall cause its dissemination agent to provide) notice of defeasance substantially in the form of **Schedule C**, within 10 business days of funding of the Escrow Fund hereunder, specifying: (a) that the Refunded Bonds have been defeased, (b) the CUSIP numbers, the numbers and dates of the Refunded Bonds and (c) the following information concerning the Refunded Bonds: dates, interest rates and stated maturity dates.

This Escrow Agreement, along with notice of defeasance, shall be posted electronically with the Municipal Securities Rulemaking Board, whose location is <http://emma.msrb.org>. The sole remedy for the failure to post this Escrow Agreement and the notice of defeasance with the Municipal Securities Rulemaking Board shall be an action by the District or the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

At least 20 but not more than 45 days prior to the Redemption Date, the District shall direct the Paying Agent to give notice to the Owners of the Refunded Bonds substantially in the form of **Schedule D** hereto. The District shall also direct the Paying Agent to the terms of this paragraph and the terms of the Escrow Agreement and to provide any notices of redemption required to be provided by the Paying Agent as set forth in the 2011 Resolution.

Section 2.9 Compensation; Indemnification. The District agrees to pay and shall pay to the Escrow Agent as compensation in full for all services to be rendered by the Escrow Agent under this Agreement the amounts set forth in a separate schedule of fees and expenses, as modified from time to time as agreed upon with the District, and shall reimburse the Escrow Agent as set forth in such separate schedule for its expenses (including legal fees and expenses) incurred hereunder. Any payment to the Escrow Agent pursuant to this paragraph shall be made from any moneys of the District lawfully available therefor, but the Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the Escrow Fund for any such payment.

To the extent authorized by law, the District assumes liability for and agrees to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the District or the Escrow Agent (whether or not also indemnified against by any person under any other contract or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the acceptance and performance of the duties and obligations of the Escrow Agent hereunder, the establishment of the Escrow Fund, the acceptance of the moneys deposited in such fund, the retention of such moneys or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement, provided, that the District shall not be required to indemnify, protect, save and keep harmless the Escrow Agent against its own negligence. In no event shall the District be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this paragraph. The indemnities contained in this paragraph shall survive the termination of this Agreement, or the earlier removal or resignation of the Escrow Agent.

Section 2.10 Books and Records; Limited Liability. The Escrow Agent agrees to maintain books and records for the Escrow Fund and to account separately for deposits therein, investments thereof, earnings thereon and losses (if any) with respect thereto. The Escrow Agent shall only act in accordance with the specific provisions set forth herein and shall not assume any implied duties or obligations hereunder.

The Escrow Agent shall have no obligation to make any payment or disbursement of any type or risk or incur any financial liability in the performance of its duties under this Agreement unless the District shall have deposited sufficient funds therefor with the Escrow Agent. The Escrow Agent may rely and shall be protected in acting upon the written or oral instructions of authorized representatives of the District or of their respective agents relating to any matter or action undertaken as Escrow Agent under this Agreement.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable

authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of its duties hereunder. The liability of the Escrow Agent for the payment of moneys as hereinabove set forth respecting the redemption of the Refunded Bonds shall be limited to the amounts deposited in the Escrow Fund established hereunder. The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer, prepayment, substitution or other disposition made pursuant to this Agreement in compliance with the provisions hereof or the sufficiency of the moneys held hereunder to accomplish the redemption of the Refunded Bonds. The Escrow Agent shall not have any lien whatsoever upon any of the moneys deposited in accordance with Section 2.1 hereof for the payments of fees and expenses for services by it under this Agreement until after all payments required pursuant hereto in accordance herewith. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statements of the District, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representations as to the sufficiency of the Escrowed Securities to be purchased pursuant hereto and any uninvested moneys to accomplish the refunding of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The

Escrow Agent may consult with counsel, who may or may not be bond counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District. The Escrow Agent undertakes such duties as are expressly set forth herein, and no implied duties or obligations of the Escrow Agent shall be read into this Agreement. The District hereby agrees to indemnify and hold harmless the Escrow Agent against any and all liability incurred by the Escrow Agent arising from this Agreement and not resulting from its own negligence or willful misconduct. The obligations of the District hereunder shall survive the termination or discharge of this Agreement.

The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon the 2011 Resolution, or any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto

where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

ARTICLE III

TERMINATION OF ESCROW AGREEMENT

Section 3.1 Termination of Escrow Agreement. It is the intention of the District that amounts in the Escrow Fund shall be applied to the redemption of the Refunded Bonds on, the Redemption Date in accordance with the terms of the 2011 Resolution and the 2011 Bonds. The Escrow Agent agrees to apply the amounts deposited in the Escrow Fund to the payment of interest on the Refunded Bonds to, and redemption of the Refunded Bonds on, the Redemption Date as aforesaid; any moneys remaining in the Escrow Fund following redemption of the Refunded Bonds, shall, after payment of any amounts due the Escrow Agent, be transferred to the District. Upon the completion of such transfer, if any, this Escrow Agreement shall be terminated and of no further force or effect except for those provisions which, by their terms, survive.

ARTICLE IV

FEES OF ESCROW AGENT

Section 4.1 Fees of Escrow Agent. The District shall pay to the Escrow Agent fees and expenses as are mutually agreed upon by the District and the Escrow Agent as and for payment in full for the services of the Escrow Agent as escrow holder hereunder, through the redemption of the Refunded Bonds as set forth herein.

It is also understood that the fee agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by this Agreement, but in the event that the conditions of this Agreement are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the District for such extraordinary services and reimbursed for all costs and expenses, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of legal counsel to the Escrow Agent.

Under no circumstances shall the Escrow Agent be entitled to assert a lien against the amounts held in the Escrow Fund to provide security for the payment of the fees described in this Section.

ARTICLE V

MISCELLANEOUS

Section 5.1 Severability of Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining

covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.2 Execution in Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

Section 5.3 Applicable Law. This Agreement shall be governed by the applicable laws of the State of California, applicable to contracts made and performed in said State.

Section 5.4 Notices. All notices, demands and formal actions under this Agreement shall be in writing and mailed, telegraphed or delivered to:

The District: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Assistant Superintendent, Business Services

The Escrow Agent: U.S. Bank National Association
1 California Street, Suite 1000
San Francisco, CA, 94111
Corporate Trust Services

The Paying Agent: Director of Finance of the County of Sacramento
700 H Street, Room 1710
Sacramento, CA 95814

Section 5.5 Amendments. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective with the written consent of the District and the Escrow Agent. Such supplemental agreement shall not materially adversely affect the rights of the holders of the Refunded Bonds (as evidenced by an opinion of counsel delivered to the Escrow Agent) without the written consent of 100% of the holders of the Refunded Bonds.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the District and the Escrow Agent have entered into this Escrow and Deposit Agreement as of the date first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent, Business Services

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Payment Amount</u>
July __, 2021	--		

Wire Transfer Instructions:

Bank Name:

Bank Location:

ABA Number:

Account Number:

Beneficiary: County of Sacramento – Treasury Account

Beneficiary Address:

Type of Account:

Bank Contact:

SCHEDULE B

ESCROWED SECURITIES

[See attached Exhibit __ from Verification Report]

SCHEDULE C

NOTICE OF DEFEASANCE

TO THE OWNERS OF

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(COUNTY OF SACRAMENTO, STATE OF CALIFORNIA)
2011 GENERAL OBLIGATION REFUNDING BONDS

NOTICE IS HEREBY GIVEN to the Owners of the 2011 General Obligation Refunding Bonds (the "Bonds") issued by the Sacramento City Unified School District (the "District") in accordance with the 2011 Resolution of the Board of Education of the District adopted on February 3, 2011, with respect to the above-captioned Bonds, that the Bonds maturing in the years and bearing the CUSIP numbers set forth below have been defeased pursuant to an Escrow and Deposit Agreement, dated _____, 2021 by and between the District and U.S. Bank National Association, as Escrow Agent:

<u>Maturity Date (July 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number (785870)</u>
2022	\$5,375,000	SD9
2023	5,645,000	SE7
2024	5,930,000	SF4
2025	6,225,000	SG2
2026	3,616,000	SH0
2029	10,025,000	SK3

None of the District, [ESCROW AGENT], as Escrow Agent, or the Director of Finance of the County of Sacramento, as Paying Agent, shall be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

July __, 2021

By: **Sacramento City Unified School District**

SCHEDULE D

NOTICE OF REDEMPTION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(COUNTY OF SACRAMENTO, STATE OF CALIFORNIA)
2011 GENERAL OBLIGATION REFUNDING BONDS

NOTICE IS HEREBY GIVEN to the Owners of the Sacramento City Unified School District (County of Sacramento, State of California) 2011 General Obligation Refunding Bonds (the "Bonds") that the Bonds maturing in the years and bearing the CUSIP numbers set forth below are subject to optional redemption by the District in accordance with the 2011 Resolution of the Board of Education of the District adopted on February 3, 2011, from the proceeds of certain general obligation refunding bonds of the District, which amounts have been determined to be sufficient to redeem the Bonds at a prepayment price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon, on the scheduled redemption date of July ____, 2021:

<u>Maturity Date (July 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number (785870)</u>
2022	\$5,375,000	SD9
2023	5,645,000	SE7
2024	5,930,000	SF4
2025	6,225,000	SG2
2026	3,616,000	SH0
2029	10,025,000	SK3

On July __, 2021, all of the Bonds to be redeemed will become due and payable at the redemption price aforesaid, and payment will be made upon presentation and surrender to the San Diego County Treasurer-Tax Collector, as Paying Agent at:

Director of Finance of the County of Sacramento
915 I Street, Room ____
Sacramento, CA 95814

Interest payable on the Bonds to July __, 2021 will be paid in the usual manner. From and after July __, 2021, interest will cease to accrue on the Bonds called for redemption.

All owners submitting their Bonds for redemption must also submit a form W-9. Failure to submit a W-9 will result in a 28% backup withholding to the owners of Bonds pursuant to the Jobs and Growth Tax Relief Reconciliation Act of 2003.

None of the District, [ESCROW AGENT], as Escrow Agent, or the Director of Finance of the County of Sacramento, as Paying Agent, shall be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: July __, 2021

By: **Director of Finance of the County of Sacramento**, Paying Agent

NEW ISSUE – BOOK ENTRY ONLY

RATING: Moody's: “___”
(See “RATING” herein.)

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolutions authorizing the Bonds and subject to the matters set forth under “TAX MATTERS” herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. See “TAX MATTERS” herein.



\$77,100,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS,
ELECTION OF 2012 (MEASURE Q),
2021 SERIES G**

\$38,000,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
(SACRAMENTO COUNTY, CALIFORNIA)
2021 GENERAL OBLIGATION
REFUNDING BONDS**

Dated: Date of Delivery

Due: July 1 and August 1, as shown on inside cover pages.

The Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) are being issued by the County of Sacramento (“County”), for and on behalf of the Sacramento City Unified School District (the “District”), to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) to pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Projects.” The Series G Bonds were authorized at an election within the District held on November 6, 2012 (the “Election”) at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of \$346,000,000 aggregate principal amount of general obligation bonds of the District (the “Authorization”). The Series G Bonds are the seventh and final series of general obligation bonds issued under the Authorization.

The Sacramento City Unified School District 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series G Bonds, the “Bonds”) are being issued by the District to (i) refund certain maturities of the District’s outstanding 2011 General Obligation Refunding Bonds and (ii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE – The Refunding.” The Series G Bonds and the Refunding Bonds are issued on a parity basis with each other and with all other outstanding general obligation bonds of the District.

The Bonds are general obligations of the District only and are not obligations of the County, the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except for certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property of the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Series G Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022. Interest on the Refunding Bonds is payable on January 1 and July 1 of each year, commencing January 1, 2022. See “THE BONDS” herein.

The Bonds will be issued in book-entry form only, in denominations of \$5,000 or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by the Sacramento County Director of Finance, as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry Only System.”

The Series G Bonds are subject to redemption prior to maturity as described herein. The Refunding Bonds are not subject to redemption prior to maturity. See “THE BONDS – Redemption” herein.

MATURITY SCHEDULE
On Inside Cover Pages

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, Long Beach, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, Long Beach, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, _____, [City], [State]. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about _____, 2021.

[UNDERWRITER LOGO]

The Date of this Official Statement is: _____, 2021.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

MATURITY SCHEDULE

**\$ _____
Sacramento City Unified School District
(Sacramento County, California)
General Obligation Bonds,
Election of 2012 (Measure Q), 2021 Series G**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP (785870)</u>
--------------------------------	-----------------------------	--------------------------	--------------	---------------------------

\$ _____ % Term Bonds due August 1, 20__ ; Yield _____ %, CUSIP¹ 785870 _____

MATURITY SCHEDULE

\$ _____
Sacramento City Unified School District
(Sacramento County, California)
2021 General Obligation Refunding Bonds

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP¹ (785870)</u>
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

¹ Copyright, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento County, State of California

Board of Education

Christina Pritchett, *President, Trustee Area 3*
Lisa Murawski, *1st Vice President, Trustee Area 1*
Darrel Woo, *2nd Vice President, Trustee Area 6*
Leticia Garcia, *Member, Trustee Area 2*
Jamee Villa, *Member, Trustee Area 4*
Chinua Rhodes, *Member, Trustee Area 5*
Lavinia Grace Phillips, *Member, Trustee Area 7*

District Administrators

Jorge A. Aguilar, *Superintendent*
Lisa Allen, *Deputy Superintendent*
Adrian Vargas, *Assistant Superintendent of Business Services*
Christine Baeta, *Chief Academic Officer*
Rose F. Ramos, *Chief Business Officer*
Tara Gallegos, *Chief Communications Officer*
Robert Lyons, Ed.D., *Chief Information Officer*
Vincent Harris, *Chief Continuous Improvement and Accountability Officer*
Cancy McArn, *Chief Human Resources Officer*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Dannis Woliver Kelley
Long Beach, California

Financial Advisor

Dale Scott & Company
San Francisco, California

Paying Agent

Sacramento County Director of Finance
Sacramento, California

Escrow Agent

U.S. Bank National Association
San Francisco, California

Verification Agent

Causey, Demgen & Moore
Denver, Colorado

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No dealer, broker, salesperson or other person has been authorized by the Sacramento City Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of Sacramento, the County of Sacramento has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "THE SACRAMENTO COUNTY INVESTMENT POOL."

The Underwriter has provided the following sentence for inclusion in this Official Statement. "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

\$77,100,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**
(Sacramento County, California)
**GENERAL OBLIGATION BONDS,
ELECTION OF 2012 (Measure Q), 2021 SERIES G**

\$38,000,000*
**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**
(Sacramento County, California)
2021 GENERAL OBLIGATION REFUNDING BONDS

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The Sacramento City Unified School District (the “District”) proposes to issue \$77,100,000* aggregate principal amount of its General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) under and pursuant to a bond authorization (the “Authorization”) for the issuance and sale of not more than \$346,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the proposition at a general election held on November 6, 2012 (the “Election”). The Series G Bonds are the seventh series of general obligation bonds issued under the Authorization and, subsequent to the issuance of the Series G Bonds, no* general obligation bonds will remain for issuance pursuant to the Authorization.

Proceeds from the sale of the Series G Bonds will be used to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) to pay certain costs of issuance associated therewith. See “PLAN OF FINANCE – The Projects” herein.

The District also proposes to issue \$38,000,000* aggregate principal amount of its 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and together with the Series G Bonds, the “Bonds”) in order to (i) refund a portion of its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”), originally issued on June 30, 2011, and (ii) pay all legal, financial and contingent costs in connection with the issuance of the Refunding Bonds. See “PLAN OF FINANCE – The Refunding” herein. The 2011 Refunding Bonds were issued to refund (i) certain general obligation bonds of the District issued pursuant to an authorization (the “1999 Authorization”) for the issuance and sale of not to exceed \$195,000,000 of general obligation bonds approved by more than 2/3 of the qualified voters of the District voting on the proposition at a general election held on October 19, 1999, and (ii) certain general obligation refunding bonds of the District which refunded general obligation bonds issued under the 1999 Authorization. Refunding bonds are not counted against the 1999 Authorization amount and therefore, the District may issue the Refunding Bonds, as well as additional refunding bonds in the future, to refund outstanding general obligation bonds issued pursuant to the 1999 Authorization.

The Bonds are issued on a parity basis with each other and all outstanding general obligation bonds of the District.

Registration

The Sacramento County Director of Finance (the “Director of Finance”) will act as the paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New

* Preliminary; subject to change.

York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

The District

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and is the 13th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capitol of the State, the City of Sacramento (the “City”). The District operates 42 elementary schools for grades K-6, seven K-8 schools, six middle schools for grades 7-8, two middle/high schools for grades 7-12, seven comprehensive high schools for grades 9-12, three alternative schools, two special education centers, two adult education centers, 15 charter schools (including five dependent charter schools) and 42 children’s centers/preschools. The ADA at second principal apportionment for the District for fiscal year 2020-21 is estimated to be 38,220 students and the District has a 2020-21 total assessed valuation of \$40,429,259,236. The audited financial statements for the District for the fiscal year ended June 30, 2020 are attached hereto as APPENDIX B. For further information concerning the District, see “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT” herein.

The District is governed by a seven-member Board of Education (the “Board”), each member of which is elected by trustee areas to a four-year term. Elections for positions to the Board are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a Superintendent appointed by the Board who is responsible for day-to-day District operations as well as the supervision of the District’s other key personnel. See “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT – Board of Education” and “ – Key Personnel” herein.

Additionally, for information regarding the impact of the Coronavirus Disease 2019 (“COVID-19”) pandemic on (i) the security and sources of repayment of the Bonds, see “SECURITY FOR THE BONDS – Assessed Valuations” and (ii) the District’s finances and revenues, see “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” and “ – Effect of COVID-19 Response on California School Districts” herein.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal and interest on the Bonds when due. See “SECURITY FOR THE BONDS” and “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See “THE BONDS – Continuing Disclosure Agreement,” “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

Professionals Involved in the Offering

Dannis Woliver Kelley, Long Beach, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. U.S. Bank National Association, San Francisco, California, is acting as escrow agent for the Bonds. Dale Scott & Company, San Francisco, California, is acting as Financial Advisor to the District in connection with the issuance of the Bonds. _____, [City], [State], is acting as counsel to the Underwriter with respect to the Bonds. The above professionals will receive compensation from the District contingent upon the sale and delivery of the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about _____, 2021.

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Series G Bonds are being issued by the County on behalf of the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State of California (the “Government Code”) (commencing with Section 53506) and pursuant to a resolution of the Board adopted on _____, 2021 and a Resolution of the Board of Supervisors of the County (the “County Board”) adopted on _____, 2021 (together, the “Series G Resolution”).

The Refunding Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Articles 9 and 11 of the Government Code (commencing with Section 53550) and pursuant to a resolution of the Board adopted on _____, 2021 (the “Refunding Resolution” and together with the Series G Resolution, the “Resolutions”).

Purpose of Issue

The net proceeds of the Series G Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes updating classrooms, science labs, computer systems and technology; renovating heating and ventilation systems; reducing costs through energy efficiency; improving student safety and security systems; repairing roofs, floors, walkways, bathrooms, electrical, plumbing and sewer systems. See “PLAN OF FINANCE – The Projects” herein.

The net proceeds of the Refunding Bonds will be applied to refund a portion of the 2011 Refunding Bonds. See “PLAN OF FINANCE – The Refunding” herein.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of \$5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by the Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM” herein.

Payment of the Bonds

Interest on the Series G Bonds is payable commencing February 1, 2022, and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date” with respect to the Series G Bonds). Interest on the Refunding Bonds is payable commencing January 1, 2022, and semiannually thereafter on January 1 and July 1 of each year (each, an “Interest Payment Date” with respect to the Refunding Bonds). The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the “Record Date”). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered prior to the close of business on January 15, 2022, with respect to the Series G Bonds, and December 15, 2021, with respect to the Refunding Bonds, in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent

sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption*

Series G Bonds

Optional Redemption. The Series G Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Series G Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Series G Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed

In the event that a portion of the Series G Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Series G Bonds optionally redeemed.

Refunding Bonds

No Redemption. The Refunding Bonds are not subject to redemption prior to their stated maturity dates.

Selection of Series G Bonds for Redemption

Whenever provision is made for the redemption of Series G Bonds and less than all outstanding Series G Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Series G Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Series G Bonds

* Preliminary; subject to change.

for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Series G Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice of the redemption of the Series G Bonds at least 20 but not more than 60 days prior to the redemption date to the respective Owners of Series G Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Series G Bonds or designated portions thereof (in the case of redemption of the Series G Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Series G Bonds to be redeemed, (f) the numbers of the Series G Bonds to be redeemed in whole or in part and, in the case of any Series G Bond to be redeemed in part only, the principal amount, as appropriate, of such Series G Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Series G Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Series G Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Series G Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Right to Rescind Notice of Redemption

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series G Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and interest and any premium due on the Series G Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series G Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

Effect of Notice of Redemption

Notice having been given as required in the Series G Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, the Series G Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Series G Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Series G Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways: (a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable; (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or (c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the respective Resolution, in trust, lawful money or non-callable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; then all obligations of the District and the Paying Agent under the respective Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the respective Resolution.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of \$5,000 Principal Amount or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX F hereto.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to

provide certain information as set forth therein. See “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

<i>Sources of Funds</i>	<u>Series G Bonds</u>	<u>Refunding Bonds</u>	<u>Total</u>
Principal Amount of Bonds			
[Net] Original Issue Premium			
Total Sources			
<i>Uses of Funds</i>			
Deposit to Escrow Fund			
Deposit to Building Fund			
Deposit to Debt Service Fund			
Costs of Issuance ⁽¹⁾			
Total Uses			

⁽¹⁾ Includes Underwriter’s discount, Bond and Disclosure Counsel fees, financial advisory fees, paying agent and escrow agent fees, rating agency fees, verification agent fees, and other costs of issuance.

District Investments

The Director of Finance manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the Director of Finance by school and community college districts located in the County, various special districts, and some cities within the State of California. State law generally requires that all moneys of the County, school and community college districts and certain special districts located in the County be held in the County Treasury. The County invests moneys of school and community colleges over which it has jurisdiction in its pooled investment fund (the “Investment Pool”).

The composition and value of investments under management in the Investment Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the Investment Pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. For a further discussion of the Investment Pool, see the caption “THE SACRAMENTO COUNTY INVESTMENT POOL” herein.

The net proceeds from the sale of the Series G Bonds (other than premium) shall be paid to the County to the credit of the Sacramento City Unified School District Building Fund (the “Building Fund”) established pursuant to the Series G Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the Projects (as described below). Any premium or accrued interest received by the District from the sale of the Series G Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either the Building Fund or the Debt Service Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Debt Service Fund will be invested by the Director of Finance.

DEBT SERVICE SCHEDULE

The following table summarizes the annual principal and interest payments on the Bonds, assuming no optional redemption.

ANNUAL DEBT SERVICE ON THE BONDS

Bond Year Ending ¹	Series G Bonds		Refunding Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
Total					

¹ The bond year ends August 1 in each year with respect to the Series G Bonds and July 1 in each year with respect to the Refunding Bonds.

The table on the following page shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising the General Obligation Bonds, Election of 2002, Series 2007 ("2002 Series 2007 Bonds"), the General Obligation Bonds, Election of 2012 (Measures Q and R), 2013 Series A ("2013 Series A Bonds"), the General Obligation Bonds, Election of 2012 (Measures Q and R), 2013 Series B ("2013 Series B Bonds"), the 2011 General Obligation Refunding Bonds ("2011 Refunding Bonds"), the 2012 General Obligation Refunding Bonds ("2012 Refunding Bonds"), the 2014 General Obligation Refunding Bonds ("2014 Refunding Bonds"), the 2015 General Obligation Refunding Bonds ("2015 Refunding Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2015 Series C ("2015 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D ("2016 Series D Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E ("2017 Series E Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C ("2017 Series C Bonds"), the General Obligation Bonds, Election of 2012 (Measure Q), 2018 Series F ("2018 Series F Bonds"), the General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D ("2019 Series D Bonds"), the Series G Bonds and the Refunding Bonds.

The 2011 Refunding Bonds are expected to be refunded in part by the Refunding Bonds described herein. See "PLAN OF FINANCE- The Refunding."

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Total Annual Debt Service
Outstanding General Obligation Bonds

Period Ending ⁽¹⁾	2002 Series 2007 Bonds ⁽²⁾	2013 Series A Bonds ⁽³⁾⁽⁴⁾	2013 Series B Bonds ⁽³⁾⁽⁵⁾	2011 General Obligation Refunding Bonds ⁽²⁾	2012 General Obligation Refunding Bonds ⁽²⁾	2014 General Obligation Refunding Bonds ⁽²⁾	2015 General Obligation Refunding Bonds ⁽²⁾	2015 Series C Bonds ⁽³⁾	2016 Series D Bonds ⁽³⁾	2017 Series E Bonds	2017 Series C Bonds	2018 Series F Bonds	2019 Series D Bonds	The Bonds	Total
2021	-	\$966,738	\$3,926,667	\$7,266,875	\$10,539,713	\$4,914,350	\$4,309,500	\$4,687,850	\$805,000	\$5,652,850	\$596,600	\$236,900	\$6,267,575		
2022	-	965,538	3,926,667	7,265,875	10,342,713	5,100,600	4,556,750	4,687,250	808,000	5,659,650	593,800	181,980	1,235,575		
2023	\$5,065,000	968,738	3,926,667	7,267,125	6,637,963	5,294,100	929,000	4,688,650	811,400	5,653,250	595,800	528,290	1,236,375		
2024	5,225,000	966,138	3,926,667	7,269,875	6,880,838	5,488,600	929,000	4,686,400	807,700	5,654,250	595,300	665,990	1,236,375		
2025	5,510,000	968,388	3,926,667	7,268,375	6,665,350	5,698,100	929,000	4,684,150	808,900	5,655,250	594,300	-	1,235,575		
2026	5,725,000	969,388	3,926,667	7,267,125	6,765,100	5,910,850	929,000	4,686,650	806,900	5,661,000	592,800	-	1,238,975		
2027	6,280,000	967,875	3,926,667	2,280,775	10,584,100	6,125,600	929,000	4,688,400	808,500	5,656,000	595,800	-	1,236,375		
2028	6,525,000	970,050	3,926,667	4,136,825	9,197,300	-	6,629,000	4,684,150	809,300	5,660,500	593,050	-	1,237,975		
2029	6,765,000	965,650	3,926,667	1,440,075	11,902,100	-	6,829,000	4,683,900	809,300	5,653,750	594,800	-	1,238,575		
2030	7,015,000	969,388	3,926,667	-	8,926,500	-	7,029,750	4,687,150	808,500	5,656,000	595,800	-	1,238,175		
2031	9,525,000	967,388	3,926,667	-	9,072,000	-	-	4,688,400	806,900	5,659,400	594,000	-	1,235,175		
2032	9,860,000	968,263	3,926,667	-	-	-	-	4,687,400	809,500	5,658,200	591,800	-	1,235,675		
2033	-	967,300	3,926,667	-	-	-	-	4,683,900	811,100	5,657,400	594,200	-	1,234,425		
2034	-	969,500	3,926,667	-	-	-	-	4,687,650	806,700	5,656,800	596,000	-	1,236,375		
2035	-	966,500	3,926,667	-	-	-	-	4,687,900	811,500	5,661,200	592,200	-	1,236,875		
2036	-	966,750	3,926,667	-	-	-	-	4,684,400	811,700	5,660,200	593,000	-	1,236,875		
2037	-	965,000	3,926,667	-	-	-	-	4,685,400	811,300	5,658,800	593,200	-	1,236,375		
2038	-	967,396	3,738,333	-	-	-	-	4,685,200	810,300	5,656,800	592,800	-	1,234,325		
2039	-	-	-	-	-	-	-	4,688,600	808,700	5,659,000	591,800	-	1,236,750		
2040	-	-	-	-	-	-	-	4,685,200	811,500	5,655,000	595,200	-	1,236,350		
2041	-	-	-	-	-	-	-	-	808,550	5,659,800	592,800	-	1,238,750		
2042	-	-	-	-	-	-	-	-	-	5,657,800	594,800	-	1,235,250		
2043	-	-	-	-	-	-	-	-	-	5,654,000	596,000	-	1,236,000		
2044	-	-	-	-	-	-	-	-	-	5,658,200	591,400	-	1,235,850		
2045	-	-	-	-	-	-	-	-	-	5,654,800	596,200	-	1,234,800		
2046	-	-	-	-	-	-	-	-	-	5,653,800	595,000	-	1,237,850		
2047	-	-	-	-	-	-	-	-	-	5,659,850	592,250	-	1,234,850		
2048	-	-	-	-	-	-	-	-	-	-	-	-	1,235,950		
2049	-	-	-	-	-	-	-	-	-	-	-	-	1,236,000		
Total ⁽⁶⁾	\$67,495,000	\$17,416,538	\$70,491,672	\$51,462,925	\$97,513,677	\$38,532,200	\$33,999,000	\$93,728,600	\$16,991,250	\$152,745,567	\$16,042,717	\$1,615,178	\$40,886,050		

- (1) July 1, except as otherwise noted.
 - (2) January 1 and July 1 payments.
 - (3) February 1 and August 1 payments.
 - (4) Debt service shown for periods ending August 1, 2020-2037, and July 1, 2038.
 - (5) Debt service not net of Qualified School Construction Bonds (QSCB) subsidy payments.
- Columns may not sum to totals due to rounding.

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

The District received authorization to issue \$346,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on November 6, 2012. Subsequent to the issuance of the Series G Bonds, no general obligation bonds will remain for issuance under the Authorization*. The District is authorized to issue refunding bonds to refund its outstanding general obligation bonds (including general obligation refunding bonds) under the Government Code (commencing with section 53550 thereof).

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the

* Preliminary; subject to change.

Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolutions, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the “Pledged Moneys”). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District, payable solely from Pledged Moneys and do not constitute an obligation of the County except as provided in the Resolutions. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

PLAN OF FINANCE

The Projects

The District will apply the net proceeds of the Series G Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list.

The “Smaller Classes, Safer Schools, and Financial Accountability Act,” a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Series G Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Series G Bonds, which was then submitted to the voters at the Election (the “Project List”). The District will prioritize and may not undertake to complete all components of the Project List.

The Refunding

The District intends to apply the net proceeds of the sale of the Refunding Bonds to (i) refund the 2011 Refunding Bonds maturing on July 1, 2022 through July 1, 2029, inclusive (the “Refunded Bonds”), and (ii) pay the costs of issuance of the Refunding Bonds.

Upon the issuance of the Refunding Bonds, the District will deposit the net proceeds of the Refunding Bonds into an Escrow Fund (the “Escrow Fund”) established pursuant to the Escrow and Deposit Agreement, by and between the District and U.S. Bank National Association, as escrow agent (the “Escrow Agent”) thereunder, in order to redeem the Refunded Bonds on July __, 2021* (the “Redemption Date”), at a redemption price equal to the par amount of the Refunded Bonds, plus accrued interest to the Redemption Date.

The sufficiency of amounts deposited into the Escrow Fund, together with investment earnings thereon, to effect the redemption of the Refunded Bonds will be verified by Causey, Demgen & Moore,

* Preliminary; subject to change.

certified public accountants (the "Verification Agent"). See the caption "ESCROW VERIFICATION" herein.

As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the Underwriter's and the Verification Agent's computations, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will also be defeased. Amounts deposited into the Escrow Fund are not available to pay debt service on the Bonds.

TAX BASE FOR REPAYMENT OF THE BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month

thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of \$7,000 of the taxable value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies. Current law also provides, upon application, a basis exemption of \$100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to \$150,000 if the applicant meets the income limit of \$40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

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The following tables presents the historical assessed valuation in the District since fiscal year 2011-12. The District’s total assessed valuation is \$40,429,259,236 for fiscal year 2020-21.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Summary of Assessed Valuations
Fiscal Years 2011-12 through 2020-21

Fiscal Year	Local Secured ⁽¹⁾	Unsecured	Total	Annual % Change
2011-12	\$24,367,435,850	\$1,381,399,468	\$25,748,835,318	--
2012-13	24,088,535,893	1,312,707,722	25,401,243,615	(1.35)%
2013-14	25,070,853,698	1,240,891,839	26,311,745,537	3.58
2014-15	26,203,736,543	1,279,564,924	27,483,301,467	4.45
2015-16	27,627,053,568	1,188,321,120	28,815,374,688	4.85
2016-17	29,448,310,116	1,271,280,326	30,719,590,442	6.61
2017-18	31,630,780,391	1,332,650,184	32,963,430,575	7.30
2018-19	33,920,993,517	1,444,875,017	35,365,868,534	7.29
2019-20	36,764,643,370	1,403,666,196	38,168,309,566	7.92
2020-21	38,932,165,119	1,497,094,117	40,429,259,236	5.92

⁽¹⁾ Includes the secured assessed valuation of utility property and excludes the unitary assessed valuation of utility property, both as determined by the State Board of Equalization.

Source: *California Municipal Statistics, Inc.*

Economic and other factors beyond the District’s control, such as general market decline in property values resulting from pandemic or otherwise, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See “SECURITY FOR THE BONDS.”

Change in Economic Conditions. The recent outbreak of COVID-19 and the corresponding measures to prevent its spread have caused widespread unemployment and economic slow-down in the United States, the State and the County. Such economic slow-down may lead to an economic recession or depression and a general market decline in real estate values. Such a decline may cause a reduction of assessed values in the District. See DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” for more information regarding the impact of COVID-19.

Historic California Drought Conditions and Wildfires. Water shortfalls resulting from the driest conditions in recorded State history caused a State-wide Drought State of Emergency for California in 2014 and the imposition by State regulators of reductions in water usage through 2017 when the State-wide drought ended in almost all California Counties. According to the U.S. Drought Monitor, as of April 2021, parts of California, including the territory of the District, are currently experiencing severe to extreme drought conditions. The District cannot predict if or when water usage restrictions might be imposed again or what impact such restrictions, if imposed, might have on the assessed valuation of the District.

Additionally, in recent years, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. The District was not materially impacted by recent wildfires.

The District cannot make any representation regarding the effects that the drought, change in economic conditions, caused by pandemic or otherwise, or fire conditions has had, or may have on the value of taxable property within the District, or to what extent such conditions could cause disruptions to agricultural production, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

Re-assessments and Appeals of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 (“Proposition 8”), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIII A (currently, a 2% annual maximum) until such assessed value again equals the Article XIII A base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIII A and base year values may not be increased by more than the standard Article XIII A annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIII A base year value for such property. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution” herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

Assessed Valuation by Jurisdiction

The table below sets forth the assessed valuation within the District by political jurisdiction.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Assessed Valuation by Jurisdiction
Fiscal Year 2020-21**

<u>Jurisdiction:</u>	<u>Assessed Valuation in District</u>	<u>% of District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>% of Jurisdiction in District</u>
City of Elk Grove\$ 67,957,615		0.17%	\$22,575,446,282	0.30%
City of Rancho Cordova	964,808,019	2.39	\$9,830,093,802	9.81%
City of Sacramento	34,383,709,230	85.05	\$58,814,794,231	58.46%
Unincorporated Sacramento County	<u>5,012,784,372</u>	<u>12.40</u>		
Total District	\$40,429,259,236	100.00%	\$64,817,705,808	7.73%
Sacramento County	\$40,429,259,236	100.00%	\$181,845,828,757	22.23%

Source: *California Municipal Statistics, Inc.*

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Assessed Valuation by Land Use

The table below sets forth the assessed valuation of the taxable property within the District by land use.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Assessed Valuation and Parcels by Land Use Fiscal Year 2020-21

	2020-21 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural\$ 277,410	0.00%	8	0.01%	
Commercial/Office	7,495,002,156	19.25	2,915	2.78
Vacant Commercial	216,405,317	0.56	566	0.54
Industrial	1,858,430,743	4.77	1,313	1.25
Vacant Industrial	64,836,137	0.17	393	0.37
Recreational	504,020,464	1.29	159	0.15
Government/Social/Institutional	219,722,693	0.56	957	0.91
Miscellaneous 2,063,310	0.01	250	0.24	
Subtotal Non-Residential	\$10,360,758,230	26.61%	6,561	6.26%
Residential:				
Single Family Residence	\$21,384,906,149	54.93%	83,963	80.06%
Condominium/Townhouse	589,893,794	1.52	2,348	2.24
Mobile Home	34,719,687	0.09	1,487	1.42
Mobile Home Park	54,502,502	0.14	33	0.03
2-4 Residential Units	2,037,330,990	5.23	6,794	6.48
5+ Residential Units/Apartments	3,465,950,472	8.90	1,627	1.55
Hotel/Motel	650,036,928	1.67	72	0.07
Miscellaneous Residential	49,864,521	0.13	138	0.13
Vacant Residential	304,201,846	0.78	1,857	1.77
Subtotal Residential	\$28,571,406,889	73.39%	98,319	93.74%
Total	\$38,932,165,119	100.00%	104,880	100.00%

⁽¹⁾ Local secured assessed valuation, excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

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Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2020-21, including the median and average assessed value per single family parcel.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single Family Homes
Fiscal Year 2020-21**

	No. of <u>Parcels</u>	2020-21 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>			
Single Family Residential	83,963	\$21,384,906,149	\$254,694	\$211,405			
	<u>2020-21 Assessed Valuation</u>	<u>No. of Parcels⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
	\$0 - \$24,999	450	0.536%	0.536%	7,226,484	0.034%	0.034%
	\$25,000 - \$49,999	3,441	4.098	4.634	140,016,162	0.655	0.689
	\$50,000 - \$74,999	5,424	6.460	11.094	340,855,298	1.594	2.282
	\$75,000 - \$99,999	6,565	7.819	18.913	574,619,311	2.687	4.969
	\$100,000 - \$124,999	6,180	7.360	26.273	694,593,955	3.248	8.218
	\$125,000 - \$149,999	6,067	7.226	33.499	833,837,822	3.899	12.117
	\$150,000 - \$174,999	5,994	7.139	40.638	973,240,779	4.551	16.668
	\$175,000 - \$199,999	5,463	6.506	47.145	1,022,968,534	4.784	21.451
	\$200,000 - \$224,999	5,264	6.269	53.414	1,118,803,104	5.232	26.683
	\$225,000 - \$249,999	5,127	6.106	59.520	1,218,919,466	5.700	32.383
	\$250,000 - \$274,999	4,627	5.511	65.031	1,211,894,615	5.667	38.050
	\$275,000 - \$299,999	3,968	4.726	69.757	1,137,668,005	5.320	43.370
	\$300,000 - \$324,999	3,538	4.214	73.971	1,104,633,020	5.165	48.536
	\$325,000 - \$349,999	2,877	3.427	77.397	969,856,666	4.535	53.071
	\$350,000 - \$374,999	2,645	3.150	80.547	957,236,826	4.476	57.547
	\$375,000 - \$399,999	2,125	2.531	83.078	822,348,691	3.845	61.392
	\$400,000 - \$424,999	2,019	2.405	85.483	832,294,659	3.892	65.284
	\$425,000 - \$449,999	1,718	2.046	87.529	750,700,042	3.510	68.795
	\$450,000 - \$474,999	1,461	1.740	89.269	674,812,433	3.156	71.950
	\$475,000 - \$499,999	1,231	1.466	90.735	600,095,219	2.806	74.757
	\$500,000 and greater	<u>7,779</u>	<u>9.265</u>	<u>100.000</u>	<u>5,398,285,058</u>	<u>25.243</u>	<u>100.000</u>
		83,963	100.000%		\$21,384,906,149	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

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Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2020-21.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Largest Total Secured Taxpayers Fiscal Year 2020-21

	<u>Property Owner</u>	<u>Primary Land Use</u>	2020-21 <u>Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	City of Sacramento & The Sacramento Kings	Sports Arena	\$ 399,488,288	1.03%
2.	M&H Realty Partners VI LP	Commercial	254,130,927	0.65
3.	Hancock SREIT Sacramento LLC	Office Building	198,750,000	0.51
4.	Pac West Office Equities LP	Office Building	197,158,904	0.51
5.	SRI Eleven 621 Capitol Mall LLC	Office Building	167,504,400	0.43
6.	GPT Properties Trust	Office Building	149,426,052	0.38
7.	500 Capitol Mall LLC	Office Building	147,446,414	0.38
8.	HP Hood LLC	Industrial	138,331,197	0.36
9.	300 Capitol Associates NF LP	Office Building	129,540,000	0.33
10.	Prime US-Park Tower LLC	Office Building	129,335,561	0.33
11.	BRE Depot PK LLC	Industrial	128,681,413	0.33
12.	Sacramento CA I FGF LLC	Office Building	105,612,416	0.27
13.	Capital Towers Apartments LLC	Apartments	98,904,529	0.25
14.	Greenery Apartments LP & DLC Sacramento LLC	Apartments	97,200,000	0.25
15.	Gem Crossings LLC	Apartments	93,250,000	0.24
16.	CA Sacramento Commons LLC	Apartments	89,646,148	0.23
17.	Sac Mubi Hotel LLC	Hotel	88,405,170	0.23
18.	1415 Meridian Plaza Investors LP	Office Building	86,500,000	0.22
19.	SGD Retail LLC	Commercial	85,251,191	0.22
20.	NB Element DST	Apartments	<u>85,193,154</u>	<u>0.22</u>
			<u>\$2,869,755,764</u>	<u>7.37%</u>

⁽¹⁾ 2020-21 local secured assessed valuation: \$38,932,165,119.

Source: *California Municipal Statistics, Inc.*

The top 20 taxpayers on the secured roll for 2020-21 account for 7.37% of the secured assessed value in the District which is \$38,932,165,119. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2020-21 was City of Sacramento and The Sacramento Kings, accounting for 1.03% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.65% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

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Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 3-005 within the District for fiscal years 2016-17 through 2020-21:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Typical Tax Rate per \$100 Assessed Valuation (TRA 3-005)⁽¹⁾
Fiscal Years 2016-17 through 2020-21

Jurisdiction	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
General	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Los Rios Community College District	0.0141	0.0130	0.0131	0.0232	0.0223
Sacramento City USD	<u>0.1277</u>	<u>0.1235</u>	<u>0.1164</u>	<u>0.1139</u>	<u>0.1171</u>
Total	1.1418	1.1365	1.1295	1.1371	1.1394

⁽¹⁾ 2020-21 assessed valuation of TRA 3-005 is \$11,672,963,838 which is 28.87% of the District's total assessed valuation.
Source: *California Municipal Statistics, Inc.*

The Teeter Plan

The Board of Supervisors of the County in 1993 approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2015-16 through 2019-20. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Secured Tax Charges Fiscal Years 2015-16 through 2019-20

	Secured Tax Charge ⁽¹⁾	Amt. Del. June 30 ⁽²⁾	% Del. June 30
2015-16	\$36,197,451	\$311,422	0.86%
2016-17	36,846,021	307,015	0.83
2017-18	38,637,596	388,774	1.01
2018-19	39,103,684	328,227	0.84
2019-20	41,260,741	496,589	1.20

⁽¹⁾ Represents 1% General Fund apportionment. Excludes secured supplemental property.

⁽²⁾ Sacramento County utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

Source: *California Municipal Statistics, Inc.*

Direct and Overlapping Debt

Numerous local agencies that provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

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The following table is a statement of the District's direct and estimated overlapping bonded debt as of March 4, 2021:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Direct and Overlapping Bonded Indebtedness
Dated as of March 4, 2021

2020-21 Assessed Valuation: \$40,429,259,236

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 4/1/21</u>
Los Rios Community College District	18.413%	\$ 76,411,188
Sacramento City Unified School District	100.000	455,012,966⁽¹⁾
City of Sacramento Community Facilities Districts	0.009-100.000	26,246,328
City and Special District 1915 Act Bonds (Estimate)	Various	148,962,200
Southgate Recreation and Park Benefit Assessment District	15.999	<u>963,940</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$707,596,622

<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Sacramento County General Fund Obligations	22.233%	\$ 30,941,091
Sacramento County Pension Obligation Bonds	22.233	158,473,501
Sacramento County Board of Education Certificates of Participation	22.233	689,223
Sacramento City Unified School District Lease Revenue Bonds	100.000	57,855,000
City of Elk Grove General Fund Obligations	0.301	115,351
City of Rancho Cordova Certificates of Participation	9.815	1,335,331
City of Sacramento General Fund Obligations	58.461	339,728,563
Cordova Recreation and Park District General Fund Obligations	26.216	1,799,132
Southgate Recreation and Park District General Fund Obligations	15.999	377,079
Cosumnes Community Services District Certificates of Participation	0.265	57,137
Sacramento Metropolitan Fire District General Fund and Pension Obligation Bonds	5.786	<u>2,399,165</u>
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$593,770,573
Less: City of Elk Grove supported obligations		25,239
Sacramento County supported obligations		3,318,812
City of Sacramento supported obligations		<u>244,325,455</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$346,101,067

OVERLAPPING TAX INCREMENT DEBT (Successor Agencies): \$133,443,832

GROSS COMBINED TOTAL DEBT \$1,434,811,027⁽²⁾
NET COMBINED TOTAL DEBT \$1,187,141,521

Ratios to 2020-21 Assessed Valuation:

Direct Debt (\$455,012,966) 1.13%

Total Direct and Overlapping Tax and Assessment Debt.....1.75%

Combined Direct Debt (\$512,867,966)1.27%

Gross Combined Total Debt3.55%

Net Combined Total Debt2.94%

Ratios to Redevelopment Incremental Valuation (\$7,811,708,843):

Total Overlapping Tax Increment Debt1.71%

(1) Excludes the Bonds to be sold, but includes the Refunded Bonds.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: *California Municipal Statistics Inc.*

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was implemented in stages, beginning in fiscal year 2013-14 and was fully implemented in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below) enacted the LCFF beginning in fiscal year 2013-14, which replaced the revenue limit funding system and many categorical programs. See "--Revenue Limit Funding System" below. The LCFF distributes resources to schools through a guaranteed base funding grant (the "Base Grant") per unit of ADA. The average Base Grant is \$7,643 per unit of ADA, which is \$2,375 more than the average revenue limit. A Base Grant is assigned to each of four grade spans. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth.

For fiscal year 2020-21, the LCFF provided to school districts and charter schools a Target Base Grant for each Local Education Agency ("LEA") equivalent to (a) \$8,503 per ADA for kindergarten through grade 3; (b) \$7,818 per ADA for grades 4 through 6; (c) \$8,050 per ADA for grades 7 and 8; and (d) \$9,572 per ADA for grades 9 through 12.

Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of cost-of-living-adjustments is now subject to appropriation for such adjustment in the annual State budget. For fiscal year 2020-21, no cost-of-living-adjustment ("COLA") is included in LCFF funding as a result of the decrease in State revenues budgeted due to the COVID-19 pandemic's impact on the State economy. See "State Budget Measures – Proposed 2021-22 State Budget" herein for a discussion of the proposal to backfill the Fiscal Year 2020-21 COLA in fiscal year 2021-22. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals (“FRPM”) and are not discussed separately herein). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied by the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the historical ADA (second principal apportionment) and enrollment (California Basic Educational Data System Actual) for fiscal years 2011-12 through 2019-20.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Historical ADA and Enrollment
Fiscal Years 2011-12 through 2019-20

Fiscal Year	ADA	Enrollment
2011-12	41,131	43,426
2012-13	40,449	42,623
2013-14	39,985	41,638
2014-15	38,891	41,026
2015-16	38,837	41,027
2016-17	38,730	41,079
2017-18	38,578	42,689
2018-19	38,425	42,506
2019-20	42,231	42,231

Source: *The District*.

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The following table sets forth the ADA, enrollment, the percentage of EL/LI (“Unduplicated Count”) enrollment, and the percentage of FRPM enrollment for fiscal year 2019-20, budgeted for the current year and projections for fiscal years 2021-22 and 2022-23.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ADA, English Language/Low Income Enrollment
Fiscal Years 2019-20 through 2022-23

Fiscal Year	ADA				Total ADA	Enrollment		
	K-3	4-6	7-8	9-12		Total Enrollment	% of Unduplicated Count	% of FRPM Enrollment
2019-20					42,231 ¹	42,231 ¹		
2020-21					38,220 ¹	40,711 ¹		
2021-22					38,220 ^{1,2}	41,381 ^{1,2}		
2022-23					37,547 ^{1,2}	40,914 ^{1,2}		

¹ Based on Second Interim Financial Report.

² Projected.

Source: *The District*.

The sum of a school district’s adjusted Base, Supplemental and Concentration Grants will be multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable categorical block grant add-ons, will yield a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as “basic aid” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as basic aid, and does not expect to in future fiscal years.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school district can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct

identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually, covering a three year period. , The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the "State Superintendent") is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the difference between the District's revenue limit and the District's local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its general fund revenues into four sources:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Percentage of Revenue by Source

Revenue Source	2016-17	2017-18	2018-19	2019-20	2020-21 ⁽¹⁾
LCFF sources	72.9%	74.0%	72.5%	74.7%	68.1%
Federal revenues	8.3	9.8	8.7	9.4	18.3
Other State revenues	16.7	13.9	16.7	14.1	12.1
Other local revenues	2.1	2.3	2.1	1.8	1.5

⁽¹⁾ Based on the 2020-21 Second Interim Financial Report.
Source: *The District*.

Each of these revenue sources is briefly described below. For more information regarding the LCFF, see “-State Funding of Education” above.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. See “- State Funding of Education – Local Control Funding Formula” above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Every Child Succeeds.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the “Lottery”), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

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Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees are \$3.36 per square foot for residential housing and \$0.54 per square foot for commercial or industrial development. The following table sets forth developer fee collections by the District for the last five fiscal years and the projected developer fee collections for the current fiscal year.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Developer Fee Collections

Fiscal Year	Developer Fees Collected
2016-17	
2017-18	
2018-19	
2019-20	
2020-21 ⁽¹⁾	

⁽¹⁾ Projected, from Second Interim Financial Report.
Source: The District.

COVID-19 Outbreak and its Economic Impact

In late 2019, an outbreak of COVID-19, a respiratory virus, occurred in China, and since that time has been spreading globally. The global outbreak, together with measures underway to attempt to limit the spread of COVID-19 imposed by local and federal governments, has caused volatility in financial markets as well as restrictions and closures of many businesses.

On March 13, 2020, responding to the evolving COVID-19 situation, President Trump declared a national emergency, making available more than \$50 billion in federal resources to combat the spread of the virus. On March 23, 2020 the Federal Reserve Bank lowered the federal funds rate to between zero and one quarter percent, announced a Treasury security and agency backed-mortgage security buying program and emergency credit and liquidity facilities for financial institutions. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was enacted in order to provide relief and stimulus to American businesses and individuals impacted by COVID-19. The CARES Act, in relevant part, (i) created a \$349 billion loan program for small businesses, (ii) provided a payment of \$1,200 to each American earning \$75,000 a year or less (\$150,000 for couples filing jointly) and \$500 for each child, (iii) expanded eligibility for unemployment and increased benefits by \$600 per week for up to four months, (iv) designated \$339.8 billion for state and local governments with \$274 billion for COVID-19 response efforts as well as an additional \$13 billion for K-12 schools, (v) allocated \$500 billion in loans and investments to businesses, including \$58 billion to the airline industry, (vi) allocated \$100 billion to hospitals and health providers and increased Medicare reimbursements for treating coronavirus and (vii) delayed federal student loan payments until September 2020.

In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency (the “Emergency Declaration”). The Emergency Declaration was intended to make additional resources available, formalize emergency actions underway across multiple State agencies and departments, and assist the State in preparing for the spread of COVID-19.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20, a mandatory statewide shelter-in-place order (the “Order”) applicable to all non-essential services. The Order also set forth a

roadmap in four phases for the State for shelter-in-place restrictions. On May 7, 2020, Governor Newsom ordered a gradual movement into “Phase 2” of the roadmap in which lower-risk workplaces may re-open to the public for business in accordance with industry specific safety guidelines.

As a result of an increase in transmission of COVID-19 during the summer months of 2020, on July 13, 2020, the Governor ordered the closing of all bars throughout the State, as well as indoor operations at certain businesses such as live sports events, theme parks, restaurants, movie theaters and museums, which had previously re-opened. In addition, in certain counties listed on the County Monitoring List, which tracks counties that have increases in certain metrics such as disease transmission and hospitalization rate, indoor activity at gyms, cultural centers and personal care services were also ordered closed. In September, 2020, the County Monitoring List was replaced by the “Blueprint for a Safer Economy” which categorizes counties according to a color-coded risk assessment related to certain metrics of disease transmission. As such metrics increase or decrease within a county, such county will move along the risk—assessment levels which correspond with regulations on economic and social activity.

Due to an increase in the case rates and hospitalizations due to COVID-19, on December 3, 2020, the Governor announced a stay-at home order (the “Regional Stay-at-Home Order”) effective December 5, 2020, that was triggered by intensive care unit (“ICU”) capacity dropping below 15% in a given region. The Regional Stay-at-Home Order temporarily superseded the Blueprint for a Safer Economy regulations. Once the Regional Stay-at-Home Order was triggered in any region residents in that region were required to stay at home as much as possible and minimize mingling with those outside their household to reduce exposure to COVID-19. The Regional Stay-at-Home Order was triggered in most of the State, including within the District, and lifted in the State on January 25, 2021. The County is currently under the “red tier” (Tier 2 - substantial) of the Blueprint for a Safer Economy regulations.

In order to provide extensions to certain benefits previously provided under the CARES Act, as well as address ongoing economic impacts of the COVID-19 pandemic, on December 27, 2020, the federal government enacted the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”), making consolidated appropriations for the fiscal year ending September 30, 2021 which included \$900 billion of coronavirus emergency response and relief. CRRSA, in relevant part, provides (i) \$54.3 billion for K-12 schools and \$22.7 billion for higher education, (ii) \$10 billion for child care, (iii) \$13 billion for nutrition programs, (iv) \$284 billion to restart the Paycheck Protection Program, (v) \$600 stimulus payments to qualifying individuals and \$600 for dependents, (vi) supplemental weekly federal unemployment benefits of \$300 into mid-March 2021, (vii) \$30 billion for vaccine procurement and distribution, (viii) \$7 billion for expansion of internet access, (ix) a year-long extension, until December 31, 2021, to spend \$150 billion provided under the CARES Act, (x) an extension of eviction protection until January 31, 2021, and (xi) \$25 billion in rental assistance for individuals who lost their sources of income during the pandemic.

On March 11, 2021, President Biden signed a \$1.9 trillion stimulus package (the “American Rescue Package”) into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts.

On April 6, 2021, CDPH announced its plans to move beyond the Blueprint for a Safer Economy regulations as of June 15, 2021 conditioned upon (i) vaccine supply being sufficient for Californians 16 or older who wish to be inoculated; and (ii) hospitalizations due to COVID-19 being stable and low, and specifically, hospitalizations among fully vaccinated individuals being low. Such a move would permit all of the sectors currently regulated under the Blueprint for A Safer Economy to fully re-open economic activity in the State in accordance with applicable Statewide guidelines and limited public health

restrictions such as masking, testing and vaccination. Included in the sectors to re-open are schools which would be expected to resume full-time in-person instruction in compliance with certain emergency temporary standards and public health guidelines.

As the transmission rates of COVID-19 increase or decrease corresponding actions may be taken by State and local authorities to increase or decrease social distancing protocols including the closure of certain businesses which might have further negative economic consequences. The District cannot predict the trajectory of the COVID-19 pandemic or future actions that might be taken as a result.

As a result of the various regulations imposed in order to slow the spread of COVID-19 since its outbreak, economic activity within the State, the County and the community around and within the District has been depressed. Generally, a majority of the State's general fund revenue is derived from personal income tax receipts. Given stock market declines in the initial weeks of the pandemic and business closures in response to the COVID-19 outbreak and related shelter in place requirements, income tax and capital gains tax receipts were projected to not be sufficient to fund the State budget for fiscal years 2018-19 and 2019-20 at the levels originally budgeted. Such projected decline in State revenues has impacted State funding of school districts in fiscal year 2020-21, including the District's and may continue to impact State funding of school districts, including the District's, in the future. However, the Proposed 2021-22 State Budget (defined below) indicates that the decline in State revenues may not have been as severe as originally projected and that State revenues may increase for fiscal year 2021-22, including funding for school districts. See " – State Budget Measures" below for additional information regarding the impact of COVID-19 on the State budget.

As noted in the table above under the caption "DISTRICT FINANCIAL INFORMATION – Revenue Sources," the District receives the large majority of its revenues from LCFF Sources which are comprised of local property taxes and State moneys. Should the State experience a decline in revenue resulting from the impacts of COVID-19, there may be a resulting decline in revenue available for funding school districts. See "State Budget Measures" below for a discussion of the impacts of COVID-19 on fiscal years 2019-20 and 2020-21 State budgets.

Effect of COVID-19 Response on California School Districts

The District, upon consultation with the County Department of Public Health and County Superintendent of Schools, determined to close its school campuses effective March 16, 2020 through the end of the 2019-20 school year and implemented a distance learning program.

On March 13, 2020, Governor Newsom issued Executive Order N-26-20, providing that school districts that initiate a school closure to address COVID-19 would continue to receive state funding to support all of the following during the period of closure: (1) continued delivery of high-quality educational opportunities to students through, among other options, distance learning and/or independent study; (2) the provision of school meals in noncongregate settings; (3) arrangement for supervision for students during ordinary school hours; and (4) continued payment of school district employees. Executive Order N-26-20 also provided that statutory mandated maintenance of schools for a minimum of 175 days is waived for school districts that initiate a school closure to address COVID-19.

To address the impacts of school closures and the COVID-19 response, the California legislature adopted and the Governor signed Senate Bill 89 ("SB 89") and Senate Bill 117 ("SB 117"), which bills took immediate effect. SB 89 amended the Budget Act of 2019 by appropriating \$500,000,000 from the State General Fund for any purpose related to the Emergency Declaration. SB 117 addresses economic impacts to school districts directly. Among other things, SB 117 provided that, for all school districts that comply with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to

February 29, 2020, inclusive, would be reported for apportionment purposes. SB 117 also held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak. SB 117 also held harmless grantees operating after-school education and safety programs that were prevented from operating such programs due to COVID-19, and credited such program grantees with the ADA that the grantee would have received had it been able to operate but for COVID-19.

On July 17, 2020, the California Department of Public Health (“CDPH”) announced guidance for schools and school-based programs including all public, charter and private schools with respect to re-opening for the 2020-21 school year. Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction that has not been on the county monitoring list for at least 14 days. If the school district meets this requirement, local health guidelines should then guide and assist in the determination of whether to open for in-person instruction. The State, in August, subsequently announced its “Blueprint for a Safer Economy” which replaced the county monitoring list system with a color-coded risk assessment for each county.

On January 14, 2021, the CDHP issued new guidance that changed the requirements for school re-openings. Schools which had already re-opened prior to the issuance of such guidance could remain open and were required, by February 1, 2021, to post a COVID-19 Safety Plan to their website or in another publicly accessible manner. As previously, schools located in a county in the three lowest risk tiers under the Blueprint for a Safer Economy may reopen all grades. Schools in a county in the purple highest risk tier that are not already open, may re-open for in-person instruction for grades kindergarten through sixth only if i) the average adjusted case rate in the county is below 25 cases per 100,000 population per day, ii) the testing positivity rate is under 8%, and iii) the school posts a COVID-19 Safety Plan. Schools located in counties in the purple highest risk tier re still prohibited from reopening for in-person instruction for grades seven through twelve. Additionally, as of January 14, 2021, the State discontinued the program allowing K-6 elementary schools in the purple tier to reopen if they received a waiver.

On March 5, 2021, Governor Newsom signed Assembly Bill 86 which provides \$2.0 billion for In-Person Instruction Grants (“Re-Opening Grants”) and \$4.6 billion for Learning Recovery Grants (“Recovery Grants”) to school districts, county offices of education and charter schools. Re-Opening Grant recipients are required to offer in-person instruction for transitional kindergarten through second grade students and at-risk students in any grade by April 1, 2021. All school districts, including those in the purple tier, are eligible to receive a Re-Opening Grant provided they are able to re-open in accordance with State Guidelines as described above. School districts located in counties not in the purple tier, and those in the purple tier once disease metrics decrease, must reopen all elementary grades and at least one grade in middle school or high school. The Re-Opening Grants may be used for any purpose consistent with in-person instruction and a penalty of 1% of the grant is applied for each instructional day after May 1 that a school district does not re-open through May 15 when the entire grant is forfeited. Recovery Grants are provided to school districts that implement a learning recovery program with 85% of the Recovery Grant to be spent for in-person instruction and 15% to be spent for distance learning or in-person preparation.

District’s 2020-21 Reopening Plan. During the fall of 2020, the District’s reopening plan provided for a distance learning mode of instruction. The District began a phased, hybrid model of instruction offering in-person instruction two days per week, with distance learning (online) three days per week (“Hybrid Model”), for its students in TK-3rd grades and its K-6 special day classes on April 8, 2021. The District began to offer the Hybrid Model of instruction to its non-special day school students in grades 4-6 on April 15, 2021 and its students in grades 7-12 on April 22, 2021. [DISTRICT TO CONFIRM/UPDATE]

COVID-19 Relief Funds. The District received \$666,159 as Learning Loss Mitigation Funding under SB 117 in fiscal year 2019-20 and has received, or is expected to receive, the following amounts pursuant to the CARES Act, the CRRSA, Assembly Bill 86 and the American Rescue Package in fiscal year 2020-21: (i) \$40,438,566 as Learning Loss Mitigation Funding under the CARES Act, (ii) \$15,855,174 as elementary and secondary school emergency relief funding under the CARES Act (“ESSER I”), (iii) \$67,632,182 as elementary and secondary school emergency relief funding under the CRRSA Act (“ESSER II”), (iv) \$13,394,403 as an in-person instructional grant under Assembly Bill 86, (v) \$28,585,878 as an expanded learning opportunity grant under Assembly Bill 86, and (vi) \$ _____ as elementary and secondary school emergency relief funding under the American Recovery Act (“ESSER III”). [DISTRICT TO CONFIRM/UPDATE]

The District plans to use such additional COVID-19 funding for _____. [DISTRICT TO CONFIRM/UPDATE]

The District cannot predict the extent or duration of the outbreak of COVID-19 or what impact it may have on District general fund revenues. However, the Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the general fund of the District. See “SECURITY FOR THE BONDS” herein.

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 (“AB 1200”), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent’s recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent’s recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to

the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District self-certified its first and second interim budget reports for fiscal year 2018-19 as negative, its first and second interim budget reports for fiscal year 2019-20 as negative, and its first and second interim budget reports for fiscal year 2020-21 as negative and qualified, respectively.

Projected Budgetary Deficits and Fiscal Advisor Oversight

The District is facing a structural deficit in its budget, due to various factors, including continued enrollment decline and increased operating expenses. For the past three fiscal years (2018-19 through 2020-21), the County Office of Education ("SCOE") has disapproved the District's budgets due to the projected negative ending fund balances shown in each budget's multi-year projections. The financial status as of the 2020-21 First Interim Financial Report projected that ongoing reductions of \$30 million were required in order to balance the budget, satisfy the state-mandated 2% reserve, and avoid the fiscal crisis. A "student-centered fiscal recovery plan" was presented to the Board on January 26, 2021, which provided a list of options, subject to negotiations, that could achieve a \$30 million solution to the budget. At the February 4, 2021 Board meeting, the Board approved a \$4.5 million reduction in expenditures. However, the District still needs to determine and implement an ongoing fiscal recovery plan of approximately \$28 million in additional budget cuts to balance the budget and avoid a fiscal crisis.

The District's historic trend of general fund deficit spending has adversely affected the District's financial condition and its ability to meet future financial obligations. Although the District has taken measures to reduce expenditures and increase reserves over the last fiscal year, the District's projected deficit persists in the multi-year projections as of the 2020-21 Second Interim Financial Report. The District was granted cash deferral exemptions for the months of April and May 2021 and due to campus closures during the 2020-21 fiscal year, the District is projecting to avoid \$40 million in one-time operational costs. These two factors improved the District's cash balances, which are projected to remain positive at June 30 for all three fiscal years 2020-21, 2021-22 and 2022-23. As of March 24, 2021, the date the fiscal year 2019-20 audited financials were delivered to the District, the District has not achieved sufficient reductions to resolve the ongoing structural budget deficit which is projected to increase in future years. The District will continue to evaluate its programs and staffing levels, and other supply and services expenditures in order to determine whether additional non-negotiable savings may be achieved. The District's current negotiations with its labor organizations are aimed at reducing District expenditures on salaries and benefits, which would have a significant benefit on the District's finances.

County Oversight

Pursuant to Section 42127 of the Education Code, because the County Office of Education disapproved the District's fiscal year 2019-20 Adopted Budget, increased oversight procedures were implemented. These procedures include the assignment of a Fiscal Advisor to assist the District with building a balanced budget. The County Office of Education-appointed Fiscal Advisor (the "Fiscal Advisor") will continue to assist the District until the District eliminates deficit spending and regains the required level of reserves. Currently, the District's Superintendent and Chief Business Officer meet weekly with the County Superintendent of Schools, the Fiscal Advisor and other members of SCOE to review the District's financial and budgetary management.

The District's ongoing efforts to eliminate its structural budget deficit, with SCOE's oversight and assistance (including via the County-appointed fiscal advisor), is intended, in part, to avoid extreme financial difficulties. If the District is unable to eliminate its structural budget deficit, it would be necessary for the District to request an emergency loan from the State, resulting in a State takeover of the District's financial affairs.

FCMAT Oversight and Report

In September 2018, the District entered into an agreement with the Financial Crisis Management Assistance Team ("FCMAT") for FCMAT to conduct a fiscal health risk analysis and determine the risk rating of the District. On December 12, 2018, FCMAT delivered its fiscal health risk analysis (the "Fiscal Health Risk Analysis") which recommended that the District take immediate action to avoid further erosion of the District's reserves. In the Fiscal Health Risk Analysis, FCMAT identified several signs of fiscal distress for the District, including deficit spending, substantial reductions in fund balance, inadequate reserve levels, approval of a bargaining agreement beyond cost-of-living adjustments, large increases in contributions to restricted programs (especially in special education), lack of a strong position control system, and leadership issues. FCMAT reviewed twenty fiscal indicator sections in its analysis, noting that districts that respond "No" to several fiscal indicator questions across the twenty sections may have cause for concern and could require some level of fiscal intervention. FCMAT noted that in light of the District's most recent cash flow projections, there was urgency to make \$30 million in reductions to balance the budget for fiscal year 2019-20. FCMAT's oversight and review of the District ended after the Fiscal Health Risk Analysis was presented to the Board.

For further information on FCMAT's review of and conclusions regarding the District's financial condition, investors are directed to read the full version of the Fiscal Health Risk Analysis, which is publicly available on FCMAT's website at the following address: <http://www.fcmat.org/>. The information referred to is prepared by FCMAT and not by the District, and the District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by reference.

In response to the Fiscal Health Risk Analysis, the District established its Fiscal Transparency and Accountability Committee (the "Committee") to review the District's budget based on District priorities and goals, review and advise on budget versus actual expenditure variances, and evaluate the budget based on student performance and outcome indicators. The Committee consists of three members of the Board and began meeting regularly in February 2019. The Committee's meeting schedule and agendas are available at the District's website at the following address: <http://www.scusd.edu/board-education-committee/fiscal-transparency-and-accountability-committee>.

State Audit

The California Joint Legislative Audit Committee has directed that a state auditor conduct a performance audit (the “State Audit”) of the District’s finances for the past five fiscal years and identify current causes of the District’s fiscal distress. The State Audit was released in December 2019, finding that the District failed to take sufficient action to control its costs in three main areas—teacher salaries, employee benefits, and special education. The State Audit found that the District (i) increased its spending by \$31 million annually when it approved a new labor contract with its teachers union (SCTA) in 2017, despite warnings from SCOE that it could not afford the agreement, (ii) failed to control the costs of its employee benefits, which increased by 52 percent from fiscal years 2013–14 through 2017–18, and (iii) lacked clear policies to guide staff on appropriate expenditures for special education, limiting its ability to control such costs.

To address the District’s fiscal issues as of December 2019, the State Audit recommended that the District (i) adopt a detailed plan to resolve its fiscal crisis, (ii) revise its multiyear projections, with at least quarterly updates, until it has taken action that would cause it to no longer project insolvency, (iii) adopt a multiyear projection methodology, with assumptions and rationale used to estimate changes in salaries, benefits, contributions, and LCFF revenue, and (iv) before it imposes an agreement on its teachers union or accepts state assistance, publically disclose the likely effects that such actions will have on the district’s students, faculty, and the community, and its plans to address these effects. In order to prevent future fiscal crisis, the State Audit recommended that the District (i) adopt a budget methodology, including guidance on the use of one-time funds, the use and maintenance of district reserves, and the maintenance of a balanced budget, (ii) develop a long-term funding plan to address its retiree health benefits liability, (iii) adopt a policy that guides staff on steps they should take to ensure that special education expenditures are cost-effective, (iv) annually apply for available state funding for its extraordinary special education costs, (v) develop and adopt a succession plan that ensures that it has staff who have the training and knowledge necessary to assume critical roles in the case of turnover, and (vi) develop effective employee orientation programs, including mentorship, to allow incoming leaders to better adapt to the organization’s structure and culture. [District to summarize its efforts to address the State Audit recommendations.]

Comparative Financial Statements

The District’s general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2020, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 5735 47th Avenue, Sacramento, California 95824. See APPENDIX B hereto for the 2019-20 Audited Financial Statements of the District.

The table on the following page reflects the District’s budgeted and audited general fund revenues, expenditures, and fund balances for fiscal years 2016-17 through 2019-20 and the unaudited adopted budget and current projections for fiscal year 2020-21, per the District’s Fiscal Year 2020-21 Second Interim Financial Report.

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND BUDGETING**

	Adopted Budget 2016-17 ¹	Audited Actuals 2016-17 ¹	Adopted Budget 2017-18 ¹	Audited Actuals 2017-18 ¹	Adopted Budget 2018-19 ¹	Audited Actuals 2018-19 ¹	Adopted Budget 2019-20 ¹	Audited Actuals 2019-20 ¹	Adopted Budget 2020-21 ²	Second Interim Report 2020-21 ²
REVENUES										
LCFF Sources	\$365,331,921	\$362,902,859	\$367,365,706	\$373,353,837	\$398,504,903	\$398,672,584	\$411,797,231	\$413,709,116	\$412,231,565	\$412,206,634
Federal	45,535,813	41,219,643	51,515,753	49,249,342	53,970,361	47,850,158	66,583,550	51,917,179	116,834,765	110,508,151
Other State	74,263,554	83,134,267	56,275,406	70,050,430	67,215,792	91,644,448	72,319,786	78,372,218	75,048,088	73,660,441
Other Local	5,901,083	10,843,677	4,962,063	11,881,019	6,694,121	11,661,233	9,090,755	9,950,079	9,685,814	9,089,272
Total Revenues	491,032,371	498,100,446	480,118,928	504,534,628	526,385,177	549,828,423	559,791,322	553,948,592	613,800,231	605,464,498
EXPENDITURES										
Current										
Certificated Salaries	186,397,275	192,501,260	197,337,618	196,143,370	210,175,812	211,749,238	222,800,621	209,808,827	215,532,888	211,883,992
Classified Salaries	58,714,203	58,343,622	61,159,475	63,562,086	66,138,347	63,096,658	62,778,941	60,163,620	58,460,974	58,703,099
Employee Benefits	149,592,688	141,343,139	160,938,613	160,839,811	172,109,818	186,303,443	177,606,806	175,948,151	181,174,974	176,981,519
Books and Supplies	20,168,575	12,897,800	21,569,264	19,147,391	22,899,370	14,459,073	41,196,691	11,145,790	101,259,537	67,747,515
Services, Other										
Operating Expenses	85,096,701	87,290,180	55,550,675	71,049,494	82,011,585	70,305,279	75,194,802	65,548,240	84,002,765	79,933,935
Other Outgo	--	216,459	--	659,827	--	689,233	471,000	1,150,697	1,105,000	1,110,300
Other Outgo –										
Transfers of Indirect										
Costs	--	--	--	--	--	--	--	--	(1,144,836)	(947,576)
Capital outlay	17,060,803	23,010,286	2,665,254	2,202,829	5,328,453	6,855,740	627,792	8,361,223	484,435	3,297,668
Debt service- principal	--	65,426	--	2,218,576	2,626,713	31,643	10,300	2,280	--	--
Debt service - interest	--	2,785	2,836,450	2,185,174	2,378,333	808	--	--	--	--
Total Expenditures	517,030,245	515,670,957	502,057,349	518,008,558	563,668,431	553,491,115	580,686,953	532,129,368	640,875,737	598,710,451
Excess (Deficiency) Of Revenues Over (Under) Expenditures	(25,997,874)	(17,570,511)	(21,938,421)	(13,473,930)	(37,283,254)	(3,662,692)	(20,895,631)	21,819,224	(27,075,507)	6,754,047
OTHER FINANCING SOURCES (USES)										
Transfers in	3,038,449	3,126,985	3,413,895	3,755,901	4,208,003	3,850,573	4,022,539	3,598,304	2,653,429	2,653,429
Transfers out	(1,730,000)	(2,022,282)	(1,730,000)	(1,248,027)	(2,875,207)	(1,719,449)	(1,833,785)	(2,698,262)	(1,981,864)	1,538,926
Proceeds from sale of land/building	--	--	--	--	--	1,360,162	--	--	--	--
Total Other Financing Sources (Uses)	1,308,449	1,140,703	1,683,895	2,507,874	1,332,796	3,491,286	2,188,754	900,042	671,565	1,114,503
NET CHANGE IN FUND BALANCES	(24,689,425)	(16,465,808)	(20,254,526)	(10,966,056)	(35,950,458)	(171,406)	(18,706,877)	22,719,266	(26,403,942)	7,868,549
Fund Balance, July 1	97,932,615	97,932,615	81,466,807	81,466,807	70,500,751	70,500,751	70,329,345	70,329,345	93,048,611	93,048,611
Fund Balance, June 30	\$73,243,190	\$81,466,807	\$61,212,261	\$70,500,751	\$34,550,293	\$70,329,345	\$51,622,468	\$93,048,611	\$66,644,669	\$100,917,160

¹ From the audited financial statement of the District for such fiscal year.

² From 2020-21 Second Interim Budget Report.

Source: *The District*.

General Fund Balance Sheet

The following table reflects the District’s audited general fund balance sheet for fiscal years 2016-17 to 2019-20.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND
Summary of General Fund Balance Sheet
for Fiscal Years 2016-17 through 2019-20**

	2016-17 Audit	2017-18 Audit	2018-19 Audit	2019-20 Audit
ASSETS				
Cash and Investments:				
Cash in County Treasury	\$92,414,388	\$75,050,277	\$74,722,121	\$48,227,154
Cash on Hand and in Banks	1,700,267	281,217	67,519	85,883
Cash in Revolving Fund	225,000	225,000	225,000	225,000
Accounts Receivable	12,008,190	8,656,692	8,707,218	64,707,798
Prepaid Expenditures	16,636	12,730	19,306	-
Due from Other Funds	2,963,638	4,117,257	5,970,784	2,814,637
Due from Grantor Governments	17,961,176	16,311,650	23,390,594	24,179,665
Stores Inventory	126,654	108,722	104,845	104,537
Total Assets	127,415,949	104,763,545	113,207,387	140,344,674
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts Payable	34,529,308	26,947,248	30,947,183	40,063,484
Unearned Revenue	6,458,836	6,567,313	10,438,729	5,597,401
Due to Other Funds	4,960,998	748,233	1,492,130	1,635,178
Total Liabilities	45,949,142	34,262,794	42,878,042	47,296,063
FUND BALANCES				
Total Fund Balances	81,466,807	70,500,751	70,329,345	93,048,611
Total Liabilities and Fund Balances	\$127,415,949	\$104,763,545	\$113,207,387	\$140,344,674

Source: *The District.*

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Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.

2020-21 State Budget. Governor Newsom signed the budget for the State for fiscal year 2020-21 (the "2020-21 State Budget") on June 29, 2020. The 2020-21 State Budget reflected the impact of the global economic crisis caused by the COVID-19 pandemic on the State. The 2020-21 State Budget restated resources for fiscal year 2019-20 to \$148.9 billion and expenditures for fiscal year 2019-20 to \$146.9 billion. For fiscal year 2020-21, the 2020-21 State Budget projected total resources of \$139.7 billion with expenditures of \$133.9 billion. The 2020-21 State Budget closed a \$54.3 billion budget deficit and set aside \$2.6 billion in the Special Fund for Economic Uncertainties, including \$716 million for the State to respond quickly to the changing conditions of the COVID-19 pandemic. Despite significantly reducing the structural deficit over the next several years, an \$8.7 billion operating deficit was still forecasted in 2021-22, after accounting for reserves. The 2020-21 State Budget was balanced as follows:

- Draw Down of Reserves — \$8.8 billion draw down in reserves from the Rainy Day Fund (\$7.8 billion), the Safety Net Reserve (\$450 million), and all of the funds in the Public School System Stabilization Account (the "PSSSA").
- Triggers — \$11.1 billion in reductions and deferrals that would be restored if at least \$14 billion in federal funds were received by October 15, 2020. If the State received a lesser amount between \$2 billion and \$14 billion, the reductions and deferrals would be partially restored.
- Federal Funds — \$10.1 billion in federal funds that provide general fund relief, including \$8.1 billion already received, including the enhanced Federal Medical Assistance Percentage, a portion of the state's Coronavirus Relief Fund allocation and funds provided for childcare programs.
- Revenues — suspension of net operating losses for medium and large businesses and temporarily limited to \$5 million the amount of business incentive credits a taxpayer can use in any given tax year which would generate \$4.4 billion in new revenues in the 2020-21 fiscal year.
- Borrowing/Transfers/Deferrals — \$9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 schools.
- Cancelled Expansions, Updated Assumptions and Other Solutions — \$10.6 billion of solutions included: i) cancelling multiple program expansions and anticipating increased government efficiencies; ii) higher ongoing revenues and iii) lower health and human services caseload costs.

Included in the 2020-21 State Budget were approximately \$5.7 billion of expenditures related to the COVID-19 pandemic, of which the State expected to be reimbursed for approximately 75%. The 2020-21 State Budget also made new investments in wildfire prevention and mitigation, including \$85.6 million to CAL FIRE for firefighting resources and surge capacity and \$50 million for community power resiliency. The 2020-21 State Budget also supported the new State Earthquake Early Warning Program, integrated the Seismic Safety Commission into the California Office of Emergency Services, and expanded efforts to address cybersecurity threats. In an effort to reduce the cost of government functions, nearly all State operations were intended under the 2020-21 State Budget to be reduced by approximately 5% over the next two years. Nonessential contracts, purchases, and travel were suspended and departments were directed to fill only the most essential vacant positions.

With respect to K-12 education, the 2020-21 State Budget included total funding of \$98.8 billion (\$48.1 billion general fund and \$50.7 billion other funds) for all K-12 education programs. The 2020-21 State Budget estimated Proposition 98 funds of \$78.5 billion in fiscal year 2018-19, \$77.7 billion in fiscal year 2019-20 and \$70.9 billion in fiscal year 2020-21. For K-12 schools, that resulted in Proposition 98 per pupil spending of \$10,654 in 2020-21, a \$1,339 decrease over the 2019-20 per pupil spending levels. Additionally, in the same period, per pupil spending from all state, federal, and local sources decreased by approximately \$542 per pupil to \$16,881. To help mitigate the negative impacts of the decline in funding for K-12 schools and California community colleges, the 2020-21 State Budget included deferrals, learning loss mitigation, supplemental appropriations and supplemental retirement program contributions.

The 2020-21 State Budget included \$1.9 billion of LCFE apportionment deferrals in 2019-20, growing to \$11 billion LCFE apportionment deferrals in 2020-21. Additionally, the statutory LCFE COLA was suspended in fiscal year 2020-21. Of the total deferrals, \$5.8 billion would be triggered off in 2020-21 if the federal government provided sufficient funding that could be used for this purpose.

The 2020-21 State Budget included a one-time investment of \$5.3 billion (\$4.4 billion federal Coronavirus Relief Fund, \$539.9 million Proposition 98 funds, and \$355.2 million federal Governor's Emergency Education Relief Fund) to local educational agencies to address learning loss related to school closures as a result of COVID-19. \$2.9 billion of such funds would be allocated based on the LCFE supplemental and concentration grant allocation; \$1.5 billion would be based on number of students with exceptional needs and \$979.8 million would be based on total LCFE allocation.

Supplemental appropriations in the 2020-21 State Budget equal to 1.5% of general fund revenues, beginning in fiscal year 2021-22, up to a cumulative \$12.4 billion, were intended to offset decreases in Proposition 98 funding also included in the 2020-21 State Budget. The 2020-21 State Budget also re-directed \$2.3 billion to STRS and PERS originally intended to reduce long-term unfunded liabilities to reduce employer contribution rates in fiscal years 2020-21 and 2021-22. See "WINTERS JOINT UNIFIED SCHOOL DISTRICT – District Retirement Systems" for details on reductions to the STRS and PERS employer contribution rates in fiscal years 2020-21 and 2021-22.

Other significant features of the 2020-21 State Budget relating to K-12 education included the following:

- \$1.6 billion in federal Elementary and Secondary School Emergency Relief funds with 90% (\$1.5 billion) allocated to local educational agencies in proportion to the amount of Title I-A funding they receive to be used for COVID-19 related costs and the remaining 10% (\$164.7 million) for COVID-19 related state-level activities.

- An increase in the special education base rates to \$625 per pupil, apportioned using the existing hold harmless methodology, and \$100 million to increase funding for students with low-incidence disabilities
- \$15 million federal Individuals with Disabilities Education Act (“IDEA”) funds for the Golden State Teacher Scholarship Program to increase the special education teacher pipeline, \$8.6 million IDEA funds to assist local educational agencies with developing regional alternative dispute resolution services and statewide mediation services, and \$1.1 million IDEA funds for a study of the current special education governance and accountability structure.
- ADA hold-harmless for the purpose of calculating apportionment in the 2020-21 fiscal year with ADA based on fiscal year 2019-20, except for new charter schools commencing instruction in 2020-21.
- An exemption for local educational agencies from the annual minimum instructional minutes requirement such that minimum daily instructional minutes and minimum instructional day requirements may be met through a combination of in-person and distance learning instruction.
- New requirements for distance learning services, including the provision of devices and connectivity and supports for students with exceptional needs, English language learner students, youth in foster care, and youth experiencing homelessness, as well as students in need of mental health supports. Daily interaction with students in distance learning is required and local educational agencies are required to provide access to nutrition programs.
- Distance learning attendance requirements, including documentation of daily student participation, weekly engagement records, and attendance reporting for purposes of chronic absenteeism tracking, re-engagement strategies for students who do not participate and regular engagement with parents or guardians regarding academic progress.
- Fiscal penalties for local educational agencies offering distance learning that do not meet instructional day requirements or the attendance-related requirements.
- Replacement of the LCAP with a Learning Continuity and Attendance Plan, to be completed by September 30, 2020 including:
 - A description of how the local educational agency will provide continuity of learning during the COVID-19 pandemic and address distance learning, learning loss, mental health and social-emotional well-being, professional development, pupil engagement and outreach and school nutrition;
 - Local educational agency expenditures related to addressing the impacts of the COVID-19 pandemic; and
 - How local educational agencies are increasing or improving services in proportion to funds generated on the basis of the number and concentration of English learners, youth in foster care, and low-income students pursuant to the LCFF.
- Suspension of the August 15, 2020, layoff window for teachers and other non-administrative certificated staff and suspension of layoffs for classified staff working in transportation, nutrition, and custodial services from July 1, 2020 through June 30, 2021.

Proposed 2021-22 State Budget On January 8, 2021, Governor Newsom released his proposal for the budget for the State for fiscal year 2021-22 (the “Proposed 2021-22 State Budget”) citing immediate relief for individuals and small businesses disproportionately impacted by COVID-19, the safe reopening of schools and extended learning time, and investment in strategies for creating quality jobs as priorities. The Proposed 2021-22 State Budget includes general fund revenues and transfers of \$158.3 billion and expenditures of \$164.5 billion in fiscal year 2021-22. The Proposed 2021-22 State Budget also revises revenue expectations for fiscal year 2020-21 up to \$162.7 billion, an increase of \$23 billion over the 2020-21 State Budget, and expenditures in fiscal year 2020-21 to \$155.8 billion, an increase of \$22 billion over the 2020-21 State Budget. While the Proposed 2021-22 State Budget is balanced, and reflects a significant increase in revenues over the 2020-21 State Budget, a structural deficit of \$7.6 billion is projected for 2022-23 that is forecast to grow to over \$11 billion by 2024-25. To provide resiliency, \$34 billion of reserves and discretionary surplus are included in the Proposed 2021-22 State Budget to bring the Budget Stabilization Account balance to \$15.6 billion; the Safety Net Reserve balance to \$450 million; the PSSSA to \$3 billion; and the State’s operating reserve to an estimated \$2.9 billion.

The Proposed 2021-22 State Budget proposes \$3 billion of COVID-19 relief for immediate action in January, 2021 including \$2.4 billion for the Golden State Stimulus, a \$600 tax refund to low-income workers who were eligible to receive the earned income tax credits for calendar years 2019 and 2020, as well as \$575 million for grants to small businesses and small non-profit cultural institutions disproportionately impacted by the pandemic. To accelerate economic recovery and job creation, the Proposed 2021-22 State Budget includes i) \$777.5 million for a California Jobs Initiative to accelerate investment and job creation; ii) \$353 million for work force development; iii) \$1.5 billion for infrastructure and to implement the state's zero-emission vehicle goals; iv) \$500 million for infill infrastructure to accelerate housing development; v) \$385 million for targeted investments to build a more sustainable agricultural industry; and vi) \$300 million for deferred maintenance and greening of state infrastructure.

K-12 education funding under the Proposed 2021-22 State Budget reaches a new high. Total Proposition 98 funding is proposed to be \$85.8 billion. Total K-12 per pupil expenditures are projected to be \$18,837 in 2020-21 (\$12,354 in Proposition 98 funds and \$6,483 other funds) and \$18,000 in 2021-22 (\$12,648 in Proposition 98 funds and \$5,352 other funds). LCFF funding equals \$64.5 billion under the Proposed 2021-22 State Budget. In order to address the lack of a statutory COLA in the 2020-21 State Budget, the Proposed 2021-22 State Budget funds both the 2020-21 COLA (2.31%) and the 2021-22 COLA (1.5%) in fiscal year 2021-22, creating a compounded combined COLA of 3.84% for fiscal year 2021-22.

The apportionment deferrals included in the 2020-21 State Budget for fiscal year 2020-21 remain in place and such apportionments will be paid during fiscal year 2021-22. The Proposed 2021-22 State Budget eliminates any apportionment deferrals in fiscal year 2021-22 with the exception of the deferral in June 2022 which remains delayed until July 2022. The 1.5% supplemental appropriation to school districts in the 2020-21 State Budget is eliminated due to the increase in revenues, however, a one-time supplemental payment of \$2.3 billion is included to address COVID-19 related needs.

In accordance with Proposition 2 (described below), the Proposed 2021-22 State Budget projects deposits to the Budget Stabilization Account of \$747 million in 2020-21 and \$2.2 billion in 2021-22. Additionally, such deposits will trigger the 10% cap on school district reserves in fiscal year 2022-23.

In-Person Instruction Grants. Also calendared for immediate action in January in order to assist local educational agencies in returning to in-person instruction, the Proposed 2021-22 Proposed Budget includes \$2 billion of Proposition 98 funds to augment resources for schools to offer in-person instruction safely. Beginning in February 2021 with respect to TK through second grade students and March 15 for

third through sixth grade students, county schools, school districts and charter schools (except certain non-classroom based charter schools) that continue or begin offering in-person instruction would receive a base grant of \$450 per pupil up to \$700 per pupil based on enrollment of low-income, foster youth and English learners. Local education agencies that commence in-person instruction at a later date will qualify for a proportionally lower base grant, except those in counties with high rates of community spread. School districts in counties of high community spread will be eligible for the full February base grant if they open for in-person instruction pursuant to State and local health guidance once their rates of community spread sufficiently decline. The base grants may be expended for any purpose that supports in-person instruction, including COVID-19 testing, personal protective equipment and other in-person operating expenses such as teacher and staff salaries. See “Effect of COVID-19 Response on California School Districts” herein above for information regarding the implementation of the in-person instruction grants in the Proposed 2021-22 State Budget.

Expanded Learning Time. To address learning loss caused by distance learning and other learning disruptions due to COVID-19, the Proposed 2021-22 State Budget provides \$4.6 billion Proposition 98 funds for school districts to design targeted interventions that focus on students from low-income families, English language learners, youth in foster care, and homeless youth, including an extended school year or summer school. The funds would be eligible for targeted strategies that address learning loss related to the pandemic, including community learning hubs. See “Effect of COVID-19 Response on California School Districts” herein above for information regarding the implementation of expanded learning time in the Proposed 2021-22 State Budget.

The Proposed 2021-22 Proposed State Budget includes \$315.3 million for educator professional development, with emphases on developing quality training in high-need areas and providing timely access to training, including:

- \$250 million one-time Proposition 98 funds for the Educator Effectiveness Block Grant to provide local educational agencies with resources to expedite professional development for teachers, administrators, and other in-person staff, in high-need areas including accelerated learning, re-engaging students, restorative practices, and implicit bias training.
- \$50 million one-time Proposition 98 funds to create statewide resources and provide targeted professional development on social-emotional learning and trauma-informed practices.
- \$8.3 million one-time Proposition 98 funds for the California Early Math Initiative to provide teachers with professional development in mathematics teaching strategies for young children pre-K through third grade.
- \$7 million one-time non-Proposition 98 funds to the University of California Subject Matter Projects to create high-quality professional development on learning loss in core subject matter content areas like reading and math, and in ethnic studies.
- \$5 million one-time Proposition 98 funds for professional development and instructional materials for local educational agencies who are offering, or would like to offer, courses on ethnic studies.

To increase the well-prepared educator workforce, the 2021-22 Proposed State Budget includes \$225 million to be allocated as follows:

- \$100 million one-time non-Proposition 98 funds for continued investment in the Golden State Teacher Grant Program, which provides grants to students enrolled in teacher preparation

programs who commit to working in high-need fields and at schools with high rates of under-prepared teachers.

- \$100 million one-time Proposition 98 funds to expand the Teacher Residency Program, which supports clinical teacher preparation programs dedicated to preparing and retaining teachers in high-need communities and subject areas, including special education, bilingual education, and STEM.
- \$25 million one-time Proposition 98 funds to expand the Classified School Employees Credentialing Program, which provides grants to local educational agencies to recruit non-certificated school employees to become certificated classroom teachers.

Other significant provisions of the Proposed 2021-22 State Budget related to K-12 education include the following:

- \$300 million ongoing Proposition 98 funds for the Special Education Early Intervention Grant to increase the availability of evidence-based services for infants, toddlers, and preschoolers.
- \$5 million one-time Proposition 98 funds to establish professional learning networks to increase local educational agency capacity to access federal Medi-Cal funds, and \$250,000 for a lead county office of education to provide guidance for Medi-Cal billing within the statewide system of support.
- \$500,000 one-time Proposition 98 funds for a study to examine certification and oversight of non-public school special education placements.
- \$264.9 million one-time Proposition 98 funds to enable local educational agencies to expand existing networks of community schools and establish new community schools, and to coordinate a wide range of services to these schools, with priority given to schools in high-poverty communities.
- \$25 million ongoing Proposition 98 funds to fund innovative partnerships with county behavioral health to support student mental health services.
- \$10 million one-time Proposition 98 funds for a county office of education to i) make information available for school climate surveys to assess community needs stemming from COVID-19 and distance learning; ii) provide grants to implement enhanced survey instruments and start-up costs in conducting annual school climate surveys; and iii) provide training on interpreting data and using responses to inform continuous improvement efforts.
- \$250 million one-time Proposition 98 funds to provide grants to local educational agencies that offer early access to TK and \$50 million one-time Proposition 98 funds to provide TK and kindergarten teachers with training in providing instruction in inclusive classrooms, support for English language learners, social-emotional learning, trauma-informed practices, restorative practices, and mitigating implicit biases.
- \$1.5 billion Proposition 51 bond funds to support school construction projects.
- COLA—An increase of \$85.7 million ongoing Proposition 98 funds to reflect a 1.5% COLA for categorical programs that remain outside of the LCFF, including Special Education, Child Nutrition, State Preschool, Youth in Foster Care, Mandates Block Grant, Adults in Correctional

Facilities Program, American Indian Education Centers, and the American Indian Early Childhood Education Program.

- County Offices of Education—An increase of \$10.2 million ongoing Proposition 98 funds to reflect a 1.5% COLA and ADA changes applicable to the LCFF.

Future Actions. The State is currently and also has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will take further measures which would, in turn, adversely affect the District. Further State actions taken to address its budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions. See also “- COVID-19 Outbreak and its Economic Impact” for a discussion of COVID-19 and its impact on the State economy.

The District cannot predict the extent to which the State will encounter budgetary difficulties and what budget actions will be taken to resolve those difficulties in future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control. The Bonds are secured by *ad valorem* taxes levied upon real property within the District.

Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools. The COVID-19 pandemic has already resulted in significant negative economic effects at State and federal levels, and additional negative economic effects are possible, each of which could negatively impact anticipated State revenue levels. In addition, the pandemic could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). See “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” “– Effect of COVID-19 Response on California School Districts” herein. The District also cannot predict whether the federal government will provide additional funding in amounts sufficient to offset any of the fiscal impacts of the COVID-19 pandemic described above.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES

Article XIII A of the California Constitution

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the County assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the

market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

Property Tax Base Transfer Constitutional Amendment. On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment. Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State’s methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State’s school financing formula. See “DISTRICT FINANCIAL INFORMATION – State Funding of Education” herein.

Article XIII B of the California Constitution

Article XIII B of the State Constitution (“Article XIII B”), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “–Proposition 98” and “–Proposition 111” below.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of the State general fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State

general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1)

40.9% of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California (the “Controller”). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The

foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No.

1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other “enforceable obligations” (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its revenue limit apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the temporary tax increases were deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA were and will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public

meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative (“Proposition 55”) which extends the increase in personal income tax on high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales tax increases imposed under Proposition 30 which expired at the end of 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative that was approved by voters in the State on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 (“Proposition 2”), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition

2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account (the “PSSSA”) which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858 and SB 751. State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state’s minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district’s ending fund balances if a certain amount of funds is available in the State’s Public School System Stabilization Account (“PSSSA”). In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts for that fiscal year (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES— Proposition 98”), a school district’s adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn.

Reserve for Economic Uncertainty. The District is statutorily required to maintain a reserve for economic uncertainties at least equal to 2% of general fund expenditures and other financing uses (the “Minimum Reserve”). For the fiscal year ended June 30, 2020, the District reserve was 15.7% of the total expenditures, with available reserves of \$84,052,645, \$10,624,585 of which was designated as available for economic uncertainties.

While the District is required to maintain the Minimum Reserve, increases in expenses such as the costs of compensation, pension, health and welfare benefits have outpaced increases in revenue. In addition, the District faces decreases in enrollment due in part to decreases in the birth rate in recent years

and to competition with charter schools. The adopted budget for fiscal year 2019-20 implemented approximately \$20.5 million in budgetary adjustments in order to achieve the targeted Minimum Reserve in fiscal year 2019-20, and to provide additional reserves for the outlying years. The District projects it will meet the Minimum Reserve requirement for fiscal years 2020-21 and 2021-22, with reserves of 14.85% and 13.38% of total expenditures, respectively. The District currently projects that it will meet the Minimum Reserve requirement for fiscal year 2022-23, with a reserve of 9.02% of total expenditures. In March 2021, the District adopted a reserve policy setting a minimum reserve level at 5%, once it has achieved fiscal solvency.

The District's financial and budgetary practices have been subject to increased oversight by the Financial Crisis Management Assistance Team ("FCMAT"), as well as SCOE. See "DISTRICT FINANCIAL INFORMATION – County Oversight" and " – FCMAT Oversight and Report." The District is unable to predict what the effect on its budget will be following implementation of these new rules. It is anticipated that if the cap is triggered, it will materially change the District's current policies on reserves.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Introduction

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and is the 13th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the City of Sacramento (the “City”), the capitol of the State.

The District operates 42 elementary schools for grades K-6, seven K-8 schools, six middle schools for grades 7-8, two middle/high schools for grades 7-12, seven comprehensive high schools for grades 9-12, three alternative schools, two special education centers, two adult education centers, 15 charter schools (including five dependent charter schools) and 42 children’s centers/preschools.

The ADA at second principal apportionment for the District for fiscal year 2020-21 is estimated to be 38,220 students and the District has a 2020-21 total assessed valuation of \$40,429,259,236. The audited financial statements for the District for the fiscal year ended June 30, 2020 are attached as APPENDIX B hereto.

Board of Education

The District is governed by a Board of Education (“Board”). The Board consists of seven members who are elected by trustee area to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board members or by a special election. The years in which the current terms for each member of the Board expire are set forth in the following table:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Board of Education

Name	Office	Term Expires December
Christina Pritchett	President	2024
Lisa Murawski	First Vice President	2022
Darrel Woo	Second Vice President	2022
Leticia Garcia	Member	2022
Jamee Villa	Member	2024
Chinua Rhodes	Member	2024
Lavinia Grace Phillips	Member	2024

Source: *The District*.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824-6322, Attention: Chief Business Officer. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District and a brief biography of the District Superintendent follows.

Name	Title
Jorge A. Aguilar	Superintendent
Lisa Allen	Deputy Superintendent
Adrian Vargas	Assistant Superintendent of Business Services
Christine Baeta	Chief Academic Officer
Rose F. Ramos	Chief Business Officer
Tara Gallegos	Chief Communications Officer
Robert Lyons, Ed.D.	Chief Information Officer
Vincent Harris	Chief Continuous Improvement and Accountability Officer
Cancy McArn	Chief Human Resources Officer

Jorge A. Aguilar – Superintendent. Jorge A. Aguilar was appointed Superintendent of the District on July 1, 2017. Prior to serving as Superintendent, Mr. Aguilar was the Associate Superintendent for Equity and Access at Fresno Unified School District. In his career, Superintendent Aguilar has also served as an Associate Vice Chancellor for Educational and Community Partnerships and Special Assistant to the Chancellor at the University of California, Merced; as a Spanish teacher at South Gate High School; and a legislative fellow in the State Capitol. Mr. Aguilar has over 20 years of experience in the field of K-12 and higher education and holds a Bachelor of Arts from the University of California, Berkeley and a Juris Doctor degree from Loyola Law School.

Lisa Allen – Deputy Superintendent. Ms. Allen has served as the Deputy Superintendent of the District since _____. Prior to serving as Deputy Superintendent, Ms. Allen served as the Interim Chief of Schools, Assistant Superintendent of Accountability and Administrator of Curriculum and Professional Development; and Director of Multilingual/Multicultural, Equity, Access and Achievement. She also previously held the position of Private School Specialist in both State and Federal Department for 10 years. Ms. Allen earned a Bachelor of Science in Elementary Education from Indiana State University and her Masters of Art in Educational Leadership from California State University, Sacramento. She also holds professional licenses in both Indiana and California; a Professional Clear Administrative Credential and Professional Clear Multiple Subjects Teaching Credential. [Bio to be completed]

Adrian Vargas – Assistant Superintendent of Business Services. Mr. Vargas has served as the Assistant Superintendent of Business Services of the District since ____, 20___. Prior to the District, Mr. Vargas served as the Assistant Superintendent of Business Services at Natomas Unified School District, the Chief Business Officer at Vallejo City Unified School District [Bio to be completed]

Employees and Labor Relations

The District employs approximately 2,217 full-time equivalent (“FTE”) certificated academic professionals, approximately 1,225 FTE classified employees, and approximately 258.3 FTE management employees.

The certificated employees of the District have assigned the Sacramento City Teachers Association (“SCTA”) as their exclusive bargaining agent. The contract between the District and SCTA

expired on June 30, 2020. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered. The District and SCTA entered into a memorandum of understanding on March 20, 2021, regarding reopening of District schools for the remainder of school year 2020-21.

The classified employees have assigned California School Employees Association (“CSEA”), as their exclusive bargaining agent. The contract between the District and CSEA expired on June 30, 2020. By operation of law, the parties are operating under the expired contracts until a new contract is executed and delivered.

Currently, four out of five District labor unions have initiated contract negotiations with the District and formed a labor-management consortium (“LMC”) focused on reducing spending on benefits. The LMC is comprised of SEIU 1021, United Professional Educators, Teamsters Local 150 and Classified Supervisors. Leaders of the SCTA have not yet accepted the invitation to join the LMC, nor have they attended the contract negotiations in person. The negotiations encompass review of the District’s current health plan and other postemployment benefits. See “ - District Retirement Systems” and “- Other Post-Employment Benefits below for information regarding the current benefits offered by the District.

District Retirement Systems

The information set forth below regarding the District’s retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. The District is currently required by such statutes to contribute 16.15% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 9.828% of teacher payroll for fiscal year 2020-21. The State’s contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 (“AB 1469”) which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay, over the three year period from 2014-15 through 2017-18. The State’s total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to A.B. 1469, school districts' employer contribution rates will increase over a seven-year phase-in period in accordance with the following schedule:

**SCHOOL DISTRICT EMPLOYER CONTRIBUTION RATES
State Teachers' Retirement Fund**

Effective Date (July 1)	School District Contribution Rate to STRS
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	17.10*
2020	16.15*+

* The 2019-20 State Budget provided supplemental payments to STRS by the State which reduces the school district contribution rate under A.B. 1469.

+ Additional supplemental payments to STRS in the 2020-21 State Budget further reduced the school district contribution rate in fiscal year 2020-21.

Subsequent to the increases to the school district's contribution rates to STRS in the table above, A.B. 1469 requires that for 2021-22 and each fiscal year thereafter, STRS adjust the school districts' contribution rate to reflect the rate required to eliminate the unfunded liability by July 1, 2046. The 2020-21 State Budget applies certain funds in fiscal year 2020-21 intended under the 2019-20 State Budget to reduce future obligations to STRS to the school districts' current obligations to STRS to reduce the school district's contribution rates to STRS in fiscal year 2020-21 from 18.41% to approximately 16.15% and in fiscal year 2021-2022 from 17.9% to 16.02%.

The District contributed \$25,504,600 to STRS for fiscal year 2014-15, \$29,172,733 for fiscal year 2017-18, \$35,911,088 for fiscal year 2018-19 and \$36,383,635 for fiscal year 2019-20. Such contributions were equal to 100% of the required contributions for the respective years. The District has budgeted a contribution of \$53,534,179 for fiscal year 2020-21. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. The District is currently required to contribute to PERS at an actuarially determined rate, which is 20.7% of eligible salary expenditures for fiscal year 2020-21, while participants enrolled in PERS (whether enrolled prior to or subsequent to January 1, 2013) contribute 7% of their respective salaries.

On April 19, 2017, the Board of Administration of PERS adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the Board of Administration in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in

fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that current and future experiences differ from PERS’ assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board of Administration. See “DISTRICT FINANCIAL INFORMATION- State Budget Measures” herein.

On April 21, 2020, the Board of Administration of PERS set the fiscal year 2020-21 employer contribution rate at 22.68%. The contribution rate reflected an initial actuarially determined rate of 23.35% that had been reduced by 0.67% after reflecting part of the State contribution. The Board of Administration of PERS also approved a continuation of the current 7% employee contribution rate for fiscal year 2020-21 for school employees subject to the Public Employees’ Pension Reform Act of 2013 described below. Subsequent to the Board of Administration of PERS’ action, the 2020-21 State Budget provided supplemental payments to PERS which further reduces the employer contribution rate in fiscal year 2020-21 from 22.68% to 20.7% and in fiscal year 2021-22 from 24.6% to 22.84%. See “State Budget Measures –2020-21 State Budget.”

The District contributed \$9,319,751 to PERS for fiscal year 2014-15, \$11,256,216 for fiscal year 2017-18, \$13,259,325 for fiscal year 2018-19 and \$13,529,537 for fiscal year 2019-20, which amounts equaled 100% of required contributions to PERS. The District has budgeted a contribution of \$12,189,576 for fiscal year 2020-21.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2019.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2019
(Dollar Amounts in Millions)⁽¹⁾

<u>Plan</u>	<u>Accrued Liability</u>	<u>Market Value of Trust Assets</u>	<u>Unfunded Liability</u>
Public Employees Retirement Fund (PERS)	\$ 99,528	\$ 68,177	\$ (31,351)
State Teachers’ Retirement Fund Defined Benefit Program (STRS)	310,719	225,466	(102,636)

⁽¹⁾ Amounts may not add due to rounding.

Source: *PERS State & Schools Actuarial Valuation*; *STRS Defined Benefit Program Actuarial Valuation*.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See “—California Public Employees’ Pension Reform Act of 2013” below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect

of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District’s proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2020, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
STRS	\$357,334,000
PERS	<u>153,723,000</u>
Total	\$511,057,000

Source: *The District*.

For further information about the District’s contributions to STRS and PERS, see Notes 8 and 9 in the District’s audited financial statements for fiscal year ended June 30, 2020 attached hereto as APPENDIX B.

Other Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board (“GASB”) pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. In June 2015, GASB replaced Statement No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2017-18.

Employees who are eligible to receive retiree employment benefits other than pensions (“Health & Welfare Benefits”) while in retirement must meet specific criteria, *i.e.*, age and years with the District. Contribution requirements are established and may be amended by agreement between the District and each of its bargaining units.

The District established an irrevocable trust under the California Employer’s Retiree Benefit Trust Program (“CERBT”) to prefund the costs of its Health & Welfare Benefits. The funds in the CERBT are held in trust and will be administered by PERS as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board. As of the June 30, 2018 valuation, 3,118 retirees and their beneficiaries were receiving Health & Welfare Benefits with 4,278 employees earning service credit towards eligibility.

Expenditures for Health & Welfare Benefits are recognized each pay period at a rate that approximates the amount of premiums paid. During fiscal year 2019-20, the District contributed \$26,713,074 towards Health & Welfare Benefits.

The following table shows the changes in the District's net Health and Welfare Benefits as of June 30, 2020.

	<u>Total OPEB Liability</u>	<u>Total Fiduciary Net Position</u>	<u>Net OPEB Liability</u>
Balance at June 30, 2019	\$598,953,650	\$72,777,938	\$526,175,712
Service Cost	20,002,277	-	20,002,277
Interest	25,888,179	-	25,888,179
Assumption Changes	29,041,398	-	29,041,398
Employer Contributions	--	28,640,257	(28,640,257)
Interest Income	--	4,576,947	(4,576,947)
Administrative Expense	--	(15,677)	15,677
Benefit payments	(19,644,632)	(19,644,632)	-
Net Change	55,287,222	13,555,905	41,731,317
Balance at June 30, 2020	<u>\$654,240,872</u>	<u>\$86,333,843</u>	<u>\$567,907,029</u>

Source: *The District*.

Risk Management

The District is exposed to various risks of loss related to tortious liability, theft, damage or destruction of assets, errors or omissions, employee injuries or natural disasters.

The District is a member, with other school districts, of a joint powers authority, Schools Insurance Authority ("SIA"), for the operation of a common risk management and insurance program for property and liability coverage. SIA enters into insurance agreements, on behalf of its member school districts for coverage above self-insured retention layers. SIA's Property Liability and Workers' Compensation Programs provide self-insured retention of \$100,000, \$750,000 and \$1,000,000 per incident, respectively. The District continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. The relationship between the District and SIA is such that SIA is not a component unit of the District for financial reporting purposes.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, The District believes that the recorded liabilities for self-insured claims are adequate.

District Debt Structure

Long-Term Debt. A schedule of the District’s changes in long-term debt for the year ended June 30, 2020 is shown below:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Long-Term Debt

	Balance June 30, 2019	Additions	Deductions	Balance June 30, 2020	Due Within One Year
Debt:					
General obligation bonds	\$464,177,966	\$30,900,000	\$29,950,000	\$465,127,966	\$28,705,000
Accreted interest	18,546,706	2,114,310	-	20,661,016	-
Lease Revenue Bonds	63,120,000	-	2,570,000	60,550,000	2,695,000
Premium on issuance	34,229,996	1,331,988	2,530,870	33,031,114	2,530,870
Capitalized lease obligations	2,820	-	2,820	-	-
Other Long-Term Liabilities:					
Net Pension Liability	497,997,000	13,060,000	-	511,057,000	-
Net OPEB liability	526,175,712	41,731,317	-	567,907,029	-
Compensated absences	4,568,518	401,955	-	4,970,473	4,970,473
Total	<u>\$1,608,818,718</u>	<u>\$89,539,570</u>	<u>\$35,063,690</u>	<u>\$1,663,304,598</u>	<u>\$38,901,343</u>

Source: The District.

General Obligation Bonds

On October 19, 1999, voters in the District approved by a two-thirds vote a bond measure authorizing the District to issue \$195,000,000 in general obligation bonds (the “1999 Authorization”). Pursuant to the 1999 Authorization, the District issued, or caused to be issued, its \$50,000,000 General Obligation Bonds, Election of 1999, Series A (the “Series 2000 Bonds”), its \$45,000,000 General Obligation Bonds, Election of 1999, Series B (the “Series 2001 Bonds”), its \$45,000,000 General Obligation Bonds, Election of 1999, Series C (the “Series 2002 Bonds”), and its \$55,000,000 General Obligation Bonds, Election of 1999, Series D (2004) (the “Series 2004 Bonds”). No general obligation bonds remain for issuance under the 1999 Authorization.

On November 5, 2002, voters in the District approved by 55% or more a bond measure authorizing the District to issue \$225,000,000 aggregate principal amount of general obligation bonds (the “2002 Authorization”). Pursuant to the 2002 Authorization, the District issued its \$80,000,000 General Obligation Bonds Election of 2002, Series A (the “Series 2003 Bonds”), its \$80,000,000 General Obligation Bonds Election of 2002, Series 2005 (the “Series 2005 Bonds”), and its \$64,997,966.35 General Obligation Bonds Election of 2002, Series 2007 (the “Series 2007 Bonds”). No general obligation bonds remain for issuance under the 2002 Authorization.

On November 6, 2012, voters in the District approved by 55% or more two bond measures known as “Measure Q” and “Measure R.” Measure Q authorized the District to issue \$346,000,000 aggregate principal amount of general obligation bonds and Measure R authorized the District to issue \$68,000,000 principal amount of general obligation bonds. The District issued its \$30,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series A (Tax-Exempt) and \$40,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series B (Qualified School Construction Bonds) Taxable, its \$66,260,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-1 (Tax-Exempt) and \$23,740,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-2 (Taxable), \$14,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2016 Series

D , \$112,000,000 General Obligation Bonds Election of 2012 (Measure Q), 2017 Series E (the “Series, \$10,000,000 General Obligation Bonds Election of 2012 (Measure R), 2017 Series C, \$10,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2018 Series F, and \$30,900,000 General Obligation Bonds Election of 2012 (Measure R), 2019 Series D. No general obligation bonds remain for issuance under Measure Q. Subsequent to the issuance of the Series G Bonds, no general obligation bonds will remain for issuance under the Measure Q authorization*.

The District also issued its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”) to refund a portion of the Series 2001 Bonds, the Series 2003 Bonds and the Series 2004 Bonds, its 2012 General Obligation Refunding Bonds to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds and the Series 2004 Bonds, its 2014 General Obligation Refunding Bonds to refund a portion of the Series 2005 Bonds and its 2015 General Obligation Refunding Bonds to refund the remaining outstanding Series 2005 Bonds and a portion of the outstanding Series 2007 Bonds. The District intends to apply the net proceeds of the Refunding Bonds to refund a portion of the outstanding 2011 Refunding Bonds as described herein.

Certificates of Participation

In February, 2014, Sacramento City Schools Joint Powers Financing Authority, a joint powers authority (the “Authority”) issued its \$44,825,000 Lease Revenue Refunding Bonds, 2014 Series A and its \$29,460,000 Lease Revenue Refunding Bonds, 2014 Series B, (collectively, the “Lease Revenue Bonds”), to prepay certain outstanding certificates of participation of the District. The final maturity date for the Lease Revenue Bonds is March 1, 2040.

The tables below sets forth the annual payments of principal and interest with respect to the Lease Revenue Bonds, which are payable from the District’s general fund.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Power Financing Authority
Lease Revenue Refunding Bonds, 2014 Series A**

Year ending June 30	Principal	Interest	Total
2021	\$2,495,000	\$1,614,500	\$4,109,500
2022	2,625,000	1,489,750	4,114,750
2023	2,770,000	1,358,500	4,128,500
2024	2,915,000	1,220,000	4,135,000
2025	3,025,000	1,074,250	4,099,250
2026-2030	235,000	4,568,000	4,803,000
2031-2035	4,590,000	4,444,250	9,034,250
2036-2040	13,635,000	2,111,500	15,746,500
Total	\$32,078,500	<u>\$17,880,750</u>	<u>\$50,170,750</u>

* Preliminary; subject to change.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Sacramento City Schools Joint Power Financing Authority
Lease Revenue Refunding Bonds, 2014 Series B

Year ending June 30	Principal	Interest	Total
2021	\$200,000	\$1,155,834	\$1,355,834
2022	200,000	1,147,654	1,347,654
2023	200,000	1,139,474	1,339,474
2024	200,000	1,131,294	1,331,294
2025	240,000	1,123,114	1,363,114
2026-2030	18,670,000	4,123,947	22,793,947
2030-2033	<u>8,550,000</u>	<u>614,338</u>	<u>9,164,338</u>
Total	\$28,260,000	<u>\$10,435,655</u>	<u>\$38,695,655</u>

Short-Term Debt

As of June 30, 2020, the District did not have any short-term debt outstanding. [The District does not expect to issue any tax and revenue anticipation notes in fiscal year 2020-21.] [District to confirm.]

SACRAMENTO COUNTY INVESTMENT POOL

The County Board approved the current County Investment Policy Statement (the “Investment Policy”) on December 8, 2020 (see Appendix D – “SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT”). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Director of Finance as delegated by the Board including the Investment Pool and various other small non-pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Investment Pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

The District’s funds held by the Director of Finance are invested in the Investment Pool which pools all of the District’s funds. As of _____, 2021, the balance in the District’s funds was \$ _____ or ____% of the Investment Pool. The Investment Pool is invested ____% in securities rated in the two highest rating categories. As of _____, 2021, the Investment Pool has a weighted average maturity of ____ days and the year-to-date net yield is ____%.

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The following represents the composition of the Pool as of _____, 2021 :

Type of Investment	Market Value (In thousands)	Percent of Pool
U.S. Government Agencies	\$	
U.S. Treasuries		
Municipal Debt		
Medium-Term Notes		
Money Market Mutual Funds		
Local Agency Investment Fund		
Certificates of Deposit		
Total	\$	

Neither the District nor the Underwriter has made an independent investigation of the investments in the Investment Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the Investment Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Director of Finance, after a review by the Committee and approval by the County Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Investment Pool will not vary significantly from the values described therein.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) by not later than 9 months following the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the 2020-21 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”) for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

[Within the last five years, the District has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule]. [To be confirmed]. The District has engaged Dale Scott & Company to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

LEGAL MATTERS

The legal opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District (“Bond Counsel”), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, a form of which is attached hereto as APPENDIX A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. _____, [City], [State], is acting

as counsel to the Underwriter. The above professionals will receive compensation contingent upon the sale and delivery of the Bonds.

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed forms of which are attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the "Bankruptcy Code"), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolutions and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in APPENDIX E – "SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT" attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the District's Debt Service Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

California Senate Bill 222

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-

recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the “Code”), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The forms of Bond Counsel’s anticipated opinion respecting the Bonds are included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the “Tax Certificate”) of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolutions by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any “arbitrage profits” and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service (“IRS” or the “Service”) or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the “taxpayer,” and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the

interest on the Bonds, the District may have different or conflicting interests from the owners of the respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder’s basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under “TAX MATTERS.” Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the “Premium Bonds”), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no

federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Forms of Bond Counsel Opinion. The forms of the proposed opinion of Bond Counsel relating to the Bonds are attached to this Official Statement as APPENDIX A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATING

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "___" to the Bonds. Such rating reflects only the views of Moody's and an explanation of the significance of such rating may be obtained as follows: Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

ESCROW VERIFICATION

The sufficiency of amounts on deposit in the Escrow Fund to pay the redemption price of the Refunded Bonds will be verified by Causey, Demgen & Moore, certified public accountants (the "Verification Agent"). The Verification Agent will deliver a report to that effect on the date of delivery of the Refunding Bonds.

UNDERWRITING

_____ (the "Underwriter"), has agreed to purchase the Series G Bonds at the purchase price of \$_____ (reflecting the principal amount of the Series G Bonds plus a net original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof. The Underwriter has agreed to purchase the Refunding Bonds at the purchase price of \$_____ (reflecting the principal amount of the Refunding Bonds plus a net original issue premium in the amount of \$_____ less an Underwriter's discount of \$_____), at the rates and yields shown on the inside cover pages hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at yields other than the yields stated on the inside cover pages. The offering prices may be changed from time to time by the Underwriter.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

[Remainder of page intentionally blank]

Superintendent

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. Copies of the Resolutions are available upon request from the Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

APPENDIX A

FORMS OF BOND COUNSEL OPINION

[Closing date]

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Re: \$ _____ Sacramento City Unified School District (Sacramento County, California)
General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G

Ladies and Gentlemen:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the "District"), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District's General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the "Bonds"). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on _____, 2021 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Sacramento as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on the Bonds if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to

any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.

4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

[Closing date]

Board of Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824

Re: \$ _____ Sacramento City Unified School District (Sacramento County, California)
2021 General Obligation Refunding Bonds

Ladies and Gentlemen:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the "District"), in connection with the issuance by the District of \$ _____ aggregate principal amount of the District's 2021 General Obligation Refunding Bonds (the "Bonds"). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53550), as amended, and that certain resolution adopted by the Board of Education of the District on _____, 2021 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County of Sacramento as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on the Bonds if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds

and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.

4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

APPENDIX B

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2020**

APPENDIX C

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO

The following information has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District or the Underwriter. The District comprises a large portion of the City of Sacramento (the “City”), small portions of the cities of Rancho Cordova and Elk Grove and adjacent areas of Sacramento County (the “County”) The Bonds are only payable from ad valorem property taxes levied on property in the District. The following information is included only for the purpose of supplying general information regarding the area served by the District. The Bonds are not a debt of the City or the County.

The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors, including as a result of the impact of COVID-19. For more information on the impact of the COVID-19 pandemic, see “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” and “-Effect of COVID-19 Response on California School Districts” herein.

General

The County was incorporated in 1850 as one of the original 27 counties of the State of California (the “State”). The City is the largest city in the County and the seat of government for the State and also serves as the County Seat. The County encompasses approximately 1,015 square miles and is a long-established center of commerce for the surrounding area. Trade and services, federal, state and local government, and food processing are important economic sectors. Visitors and tourists are attracted to the State Capitol, historical sights and natural resources.

Population

The following table shows historical population statistics for the City and the County since 2016.

POPULATION The City and the County Calendar Years 2016 through 2020

Year ⁽¹⁾	City of Sacramento	County of Sacramento
2016	487,455	1,496,385
2017	492,858	1,512,721
2018	498,563	1,527,132
2019	505,230	1,541,301
2020	510,931	1,555,365

Based on 2010 Census benchmark and Population Estimates for Cities, Counties, and State.

Source: *California State Department of Finance.*

⁽¹⁾ As of January 1.

Employment

The table below provides the California Employment Development Department's estimates of total annual civilian nonagricultural wage and salary employment by number of employees in each major industry in the County from calendar years 2016 through 2019.

WAGE AND SALARY EMPLOYMENT County of Sacramento Calendar Years 2015 through 2019⁽¹⁾

Industry Category	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Mining and Logging	100	200	100	200	200
Construction	31,000	32,900	35,500	38,600	40,900
Manufacturing	20,800	21,100	21,100	21,200	21,500
Transportation, Warehousing & Utilities	13,600	14,400	15,200	17,400	19,000
Wholesale Trade	15,100	15,700	16,300	17,800	17,300
Retail Trade	62,100	64,100	64,600	64,300	63,400
Financial Activities ⁽²⁾	32,700	33,200	33,400	33,200	33,200
Professional and Business Services	88,400	94,400	94,900	96,000	96,500
Educational and Health Services	102,000	109,500	106,800	112,200	116,300
Leisure and Hospitality	58,700	60,800	62,500	65,200	67,300
Other Services	20,800	21,200	22,400	23,300	23,700
Government	163,300	164,700	163,800	165,300	167,900
Total Nonagricultural ⁽³⁾	618,600	641,800	645,000	662,800	675,000

⁽¹⁾ All figures are based on a March, 2020 benchmark.

⁽²⁾ Includes finance, insurance, and real estate.

⁽³⁾ Figures may not add to total due to independent rounding.

Source: *State of California Employment Development Department, Labor Market Information Division.*

The following table summarizes the labor force, employment and unemployment figures for the County, the State and the United States from 2016 through 2020.

LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT⁽¹⁾
County of Sacramento, State of California and United States
2016 through 2020

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽²⁾
2016				
Sacramento County	694,000	656,400	37,600	5.4%
California	19,012,000	17,965,400	1,046,600	5.5
United States	159,187,000	151,436,000	7,751,000	4.9
2017				
Sacramento County	696,900	664,200	32,800	4.7%
California	19,173,800	18,246,800	927,000	4.8
United States	160,320,000	153,337,000	6,982,000	4.4
2018				
Sacramento County	704,200	676,800	27,400	3.9%
California	19,263,900	18,442,400	821,500	4.3
United States	162,075,000	155,761,000	6,314,000	3.9
2019				
Sacramento County	710,200	683,600	26,600	3.7%
California	19,353,700	18,550,500	803,200	4.2
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
Sacramento County	707,200	641,600	65,600	9.3%
California	18,821,200	16,913,100	1,908,100	10.1
United States	160,720,000	147,795,000	12,947,000	8.1

⁽¹⁾ Data reflects employment status of individuals by place of residence.

⁽²⁾ Unemployment rate is based on unrounded data.

Source: *California State Employment Development Department and U.S. Bureau of Labor Statistics.*

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Personal Income

The following tables show the personal income and per capita personal income for the County, the State of California and the United States from 2015 through 2020.

PERSONAL INCOME
County of Sacramento, State of California, and United States
2015-2020
(Dollars in Thousands)

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2015	\$71,615,866	\$2,172,930,200	\$15,717,140,000
2016	74,321,409	2,273,557,500	16,151,881,000
2017	77,459,778	2,383,130,500	16,937,582,000
2018	81,589,289	2,514,503,400	17,839,255,000
2019	85,775,621	2,632,279,800	18,542,262,000
2020 ⁽¹⁾	--	2,814,010,800	19,679,715,100

⁽¹⁾ County level data for personal income is not yet available for 2020.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

PER CAPITA PERSONAL INCOME⁽¹⁾
County of Sacramento, State of California, and United States
2015-2020

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2015	\$47,946	\$55,853	\$49,003
2016	49,187	58,074	49,995
2017	50,717	60,581	52,096
2018	53,023	63,759	54,581
2019	55,266	66,745	56,474
2020 ⁽²⁾	--	71,480	59,729

⁽¹⁾ Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).

⁽²⁾ County level data for personal income is not yet available for 2020.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

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Major Employers

The following table sets forth the major employers in the County in 2020 in alphabetical order.

MAJOR EMPLOYERS County of Sacramento 2020

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (mfrs)
Agreeya Solutions	Folsom	Information Technology Services
Ampca Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Mfrs
Apple Distribution Ctr	Elk Grove	Distribution Centers (whls)
California Department-Crrctns	Sacramento	Insurance Agents Brokers & Service
California State Univ Scrmnt	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Govt-Correctional Institutions
Dept of Transportation In Ca	Sacramento	Government Offices-State
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Outplacement Consultants
Environmental Protection Agcy	Sacramento	State Government-Environmental Programs
Intel Corp	Folsom	Semiconductor Devices (mfrs)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/Mfrs)
Sacramento Municipal Utility	Sacramento	Electric Contractors
Securitas Security Svc USA	Sacramento	Security Guard & Patrol Service
Smud	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc	Sacramento	Financing
Sutter Medical Ctr-Sacramento	Sacramento	Hospitals
Villara Building Systems	Mcclellan	Building Contractors
Water Resource Dept	Sacramento	Government Offices-State

Source: *America's Labor Market Information System (ALMIS) Employer Database, 2021 1st Edition.*

Commercial Activity

A summary of taxable sales within the County for years 2015 through 2019 is shown in the following table. Taxable sales data for 2020 is not yet available.

**TAXABLE SALES
County of Sacramento
2015-2019
(Dollars in Thousands)**

<u>Year</u>	<u>Retail and Food Taxable Transactions</u>	<u>Total Outlets Taxable Transactions</u>
2015	\$15,396,375	\$22,218,348
2016	16,200,531	23,368,174
2017	16,934,872	24,610,617
2018	17,593,375	25,443,669
2019	18,195,302	26,836,365

Source: *California Department of Tax and Fee Administration, Taxable Sales, Counties by Type of Business, January 29, 2021.*

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2016 through 2020 are shown in the following tables for the County and the City.

**BUILDING PERMIT VALUATIONS
Sacramento County
2016-2020
(Dollars in Thousands)**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Valuation (\$000's)					
Residential	\$950,178	\$1,200,257	\$1,504,930	\$1,666,799	\$1,738,674
Non-Residential	<u>987,138</u>	<u>679,406</u>	<u>964,945</u>	<u>1,504,675</u>	<u>891,464</u>
Total	\$1,937,316	\$1,879,663	\$2,469,876	\$3,171,474	\$2,630,138
Units					
Single Family	2,676	3,174	3,589	3,981	3,588
Multiple Family	<u>609</u>	<u>1,761</u>	<u>1,272</u>	<u>2,008</u>	<u>2,868</u>
Total	3,285	4,935	4,861	5,989	6,456

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

BUILDING PERMIT VALUATIONS
City of Sacramento
2016-2020
(Dollars in Thousands)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Valuation (\$000's)					
Residential	\$469,400	\$704,827	\$610,884	\$717,752	\$894,165
Non-Residential	<u>397,867</u>	<u>340,670</u>	<u>450,174</u>	<u>1,106,990</u>	<u>446,299</u>
Total	\$595,544	\$1,045,497	\$1,061,057	\$1,824,742	\$1,340,464
Units					
Single Family	995	1,723	1,608	1,552	956
Multiple Family	<u>601</u>	<u>1,076</u>	<u>813</u>	<u>1,487</u>	<u>2855</u>
Total	1,596	2,799	2,421	3,039	3811

Note: Totals may not add to sum because of rounding.

Source: *Construction Industry Research Board.*

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Sacramento City Unified School District (the “District”) in connection with the execution and delivery of \$_____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (the “Series G Bonds”) and \$_____ aggregate principal amount of the District’s 2021 General Obligation Refunding Bonds (the “Refunding Bonds” and, together with the Series G Bonds, the “Bonds”). The Series G Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2021 and a Resolution of the Board of Supervisors of the County adopted on _____, 2021 (together, the “Series G Resolution”) and the Refunding Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2021 (the “Refunding Resolution” and, together with the Series G Resolution, the “Resolutions”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolutions, as applicable.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist _____ (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The initial Dissemination Agent shall be _____.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“Material Events Disclosure” means dissemination of a notice of a Material Event as set forth in Section 6.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of

disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated _____, 2021 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2021, which would be due on April 1, 2022, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District’s Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District’s preceding fiscal year, or current fiscal year, if available at the time of filing the Annual Report (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Adopted general fund budget for the current fiscal year or most recent interim report;

- (ii) Assessed valuations, as shown on the most recent equalized assessment roll;
- (iii) Average Daily Attendance for the District for the last completed fiscal year; and
- (iv) Secured tax charges and delinquencies, but only if the County terminates or discontinues the Teeter Plan within the District.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications of rights to Bondholders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; or

(viii) Incurrence of a financial obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the

Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2021

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ACCEPTANCE OF DUTIES AS DISSEMINATION AGENT:

By: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sacramento City Unified School District

Name of Issue: \$___ General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G
and \$___ 2021 General Obligation Refunding Bonds

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2021. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

APPENDIX E

SACRAMENTO COUNTY INVESTMENT POLICY STATEMENT

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in St. Paul, Minnesota. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: May 6, 2021

Subject: **Adopt Resolution No. 3203: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs**

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

Division: Human Resource Services

Recommendation: Adopt Resolution No. 3203: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs.

Background/Rationale: On February 18, 2021 the Board of Education adopted its Resolution to Eliminate Positions Due to a Reduction of Particular Kinds of Services (Resolution No. 3182). Pursuant to Resolution No. 3182, Human Resource Services sent notices to affected certificated employees on or before March 15, 2021 informing them they are subject to layoff for the 2021-2022 school year. Pursuant to Education Code § 44949, a hearing was held before an Administrative Law Judge, the Honorable Heather Rowan, on April 22, 2021. The District was able to resolve certain issues with the represented teachers in advance of hearing, which limited the number of outstanding issues for hearing.

The Administrative Law Judge's proposed decision to the Board, dated April 28, 2021, was received by the District on April 30, 2021. The Board, at this meeting, will consider the proposed decision by its Resolution No. 3203. Once the resolution is adopted, final layoff notices shall be served on the affected employees before May 15, 2021 as provided by law.

Financial Considerations: N/A

LCAP Goal 2: Safe, Clean, and Healthy Schools

Documents Attached:

1. Resolution No. 3203
2. Executive Summary

Estimated Time of Presentation: 5 minutes
Submitted by: Cancy McArn, Chief Human Resources Officer
Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Adopt Resolution No. 3203: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs
May 6, 2021



I. Overview/History of Reduction to Particular Kinds of Services for 2021-2022:

Due to concerns associated with District program needs, reduced funding, and declining enrollment it was recommended that the Board approve a reduction of particular kinds of services ("PKS"), which it did on February 18, 2021, in Board Resolution No. 3182. The approved certificated reductions totaled 132.05 full time equivalency ("FTE"). The Board also approved certain skipping and competency criteria as well as tie-breaking criteria for the PKS resolution.

Before and after the Board approved these resolutions, staff considered attrition in order to reduce the number of current employees who would be subject to reduction. As a result, a total of 64 layoff notices were sent to impacted employees in inverse seniority order. Employees who were served a preliminary layoff notice had seven days to request a hearing. Of the 64 employees who received a layoff notice, 25 did not timely request a hearing. Employees who timely requested a hearing were served with a Statement of Reduction in Force per Education Code section 44949, for which they were required to submit a Notice of Participation within five days. Of the 39 employees who timely requested a hearing, 39 submitted a Notice of Participation. A hearing was scheduled for the 39 Respondents who timely submitted a Request for Hearing and Notice of Participation.

The PKS Layoff hearing took place on April 22, 2021, and was presided over by Administrative Law Judge, Heather M. Rowan, of the Office of Administrative Hearings. The District was able to resolve certain issues with the represented teachers in advance of hearing, which limited the number of outstanding issues for hearing. At hearing, the District was able to rescind 17.9 FTE of layoff notices.

On April 30, 2021, the District received Judge Rowan's proposed decision dated April 28, 2021.

II. Driving Governance:

Education Code section 44949 requires the administrative law judge who presides over the layoff hearing to "prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils of the schools. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board shall make the final determination as to the sufficiency of the cause and disposition. None of the findings, recommendations, or determinations contained

Board of Education Executive Summary

Human Resource Services

Adopt Resolution No. 3203: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs
May 6, 2021



in the proposed decision prepared by the administrative law judge shall be binding on the governing board.”

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

III. Budget:

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

IV. Goals, Objective and Measures:

Judge Rowan was tasked with determining whether the District satisfied the requirements of Education Code sections 44949 and 44955 when it reduced 132.05 FTE of particular kinds of services. Because the District was able to resolve certain issues with the represented teachers in advance of hearing, this limited the number of outstanding issues for Judge Rowan’s determination.

V. Major Initiatives:

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

VI. Results:

With the adoption of Resolution No. 3203, the Chief Human Resources Officer and staff will be directed to send final layoff notices to affected employees.

These final layoff notices must be sent to employees before May 15, 2021 as required by law.

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

RESOLUTION NO. 3203

**RESOLUTION REGARDING PROPOSED DECISION OF ADMINISTRATIVE
LAW JUDGE AND IMPLEMENTING CERTIFICATED LAYOFFS**

WHEREAS, the Board of Education of the Sacramento City Unified School District adopted Resolution 3182 on February 18, 2021, authorizing and directing the Superintendent, or Superintendent's designee, to initiate and pursue procedures necessary to discontinue services of certificated staff totaling 132.05 full time equivalent certificated employees of this District pursuant to Education Code sections 44949 and 44955 due to a reduction and discontinuance of particular kinds of services; and

WHEREAS, the Superintendent, or Superintendent's designee, duly and properly served notice on the certificated employees listed on Attachment "A" on or before March 15, 2021, indicating that the Board did not intend to retain them to the extent indicated in the Resolution and Notice for the 2021-2022 school year; and

WHEREAS, the certificated employees listed on Attachment "A" were informed of their right to request a hearing and that failure to do so in writing would constitute a waiver of the right to a hearing; and

WHEREAS, a layoff hearing was convened on April 22, 2021, by the Office of Administrative Hearings, State of California, for those certificated employees who desired a hearing; and

WHEREAS, a Proposed Decision, dated April 28, 2021 and received by the District on April 30, 2021, has been submitted by Heather M. Rowan, Administrative Law Judge, Office of Administrative Hearings, In the Matter of the Reduction in Force pertaining to those employees who appeared for the hearing, a true and correct copy of which is marked "Attachment B", attached hereto and by this reference made a part hereof; and

WHEREAS, the employees authorized to receive final layoff notices, including those listed in the final decision as well as those who did not timely submit a request for hearing, are listed at attachment "C"; and

WHEREAS, the Board has duly considered said Proposed Decision; and

WHEREAS, the Proposed Decision erroneously names Karen Scinto as a teacher who both agreed to withdraw her request for hearing, and whose preliminary layoff notice will be rescinded; and

WHEREAS, the District did in fact agree to rescind Ms. Scinto's preliminary layoff notice.

THEREFORE BE IT RESOLVED that the Board adopts the Proposed Decision as the decision of the Board, along with the aforementioned clarification regarding Ms. Scinto;

THE BOARD HEREBY FINDS sufficient cause for not retaining the certificated employees listed on Attachment "C" and consistent with the Proposed Decision, and finds that the decision to not retain these employees relates to the welfare of the schools of the Sacramento City Unified School District and the pupils thereof; and

BE IT FURTHER RESOLVED AND ORDERED that the Superintendent or Superintendent's designee, is authorized and directed to notify those certificated employees listed on Attachment "C", pursuant to Education Code section 44949, that their services will not be required by this District for the ensuing 2021-22 school year. Said notice shall be given by serving upon the certificated employees listed on Attachment "C" a true copy of this Resolution and notification that their services will be terminated at the end of the current 2020-21 school year.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of May, 2021, by the following vote:

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

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

ATTACHMENT A

	Last Name	First Name
1	Von Lahr	Paula
2	Toby	Tamara
3	Hume	Howard
4	Hughes	Kristen
5	Barton	Arianna
6	Rozakis	Antonia
7	Doan	Hong-An
8	Robinson	Dawn
9	Brinkley	Shannon
10	Casteel	Amanda
11	Scinto	Karen
12	Mattson	Alyssa
13	Wells	Michael
14	Alvarado	Lissa
15	Blankenship	Lori
16	Cruz	Jorje
17	Douglas	Lisa
18	Ferguson	Jane
19	Franco	Linda
20	Garland	Ashley
21	Huynh	Tracy
22	Isaguirre-Bersola	Gabriella
23	Lim	Judy
24	Magoulias	Danae
25	McClain	Colleen
26	Nuno	Yvonne
27	Schaan	Alyssa
28	Ramirez	Anaissa
29	Merar	Lauren
30	Pittman	Lina
31	Vang	Bao
32	Thompson	Britney
33	Carrillo	Patricia
34	Sawusch	Kimberly
35	Hutton	Amy
36	Wakabayashi	Kyle
37	Hallford	Mallory
38	Johnson	Lynell
39	Schwartz	Jamie
40	Hill	Zachary
41	Huerta Espinoza	Tania
42	Calvin	Roderick
43	Ballenger	James
44	Cacho	Daniel
45	Billings	Mary
46	Barrera Cisneros	Nancy
47	Mondragon	Alexandra

48	Sevilla	Maria
49	Fleming	Tracy
50	Araujo	Spenser
51	Peruzzi	Nicola
52	Tite	Wesley
53	Wolf	Jaime
54	Aguilera	Francisco
55	Cuda	Zachary
56	Peltz Planchon	Tiffany
57	Hasseltine	Sally
58	Barnett	Teresa
59	Centeno	Jorlinis
60	Chufar	Bonnie
61	Doll	Lorraine
62	Ruth	Rosa
63	Townson	Katherine
64	Schmitt	Francoise

ATTACHMENT B

**BEFORE THE
GOVERNING BOARD OF THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA**

**In the Matter of the Teacher Reduction in Force for:
CERTAIN CERTIFICATED EMPLOYEES, Respondents.**

OAH No. 2021040008

PROPOSED DECISION

Heather M. Rowan, Administrative Law Judge, Office of Administrative Hearings (OAH), State of California, heard this matter via video conference on April 22, 2021, from Sacramento, California.

Erin Hamer and Katherine Holding, Attorneys at Law, of Lozano Smith, represented the Sacramento City Unified School District (District).

Lesley Beth Curtis and Eric Lindstrom, Attorneys at Law, of Langenkamp Curtis & Price, represented Lissa Alvarado, James Ballenger, Lori Blankenship, Daniel Cacho, Roderick Calvin, Patricia Carrillo, Bonnie Chufar, Zachary Cuda, Jorje Cruz, Hong-An Doan, Lorraine Doll, Linda Franco, Mallory Hallford, Zachary Hill, Tania Huerta-Espinoza, Kristen Hughes, Howard Hume, Amy Hutton, Lynell Johnson, Judy Lim, Alyssa Mattson, Colleen McClain, Alexandra Mondragon, Tiffany Pletz-Planchon, Nicola Peruzzi, Lina Pittman, Ruth Rosa, Francoise Schmitt, Jamie Schwartz, Karen Scinto, Maria Sevilla, Britney Thompson, Wesley Tite, Tamara Toby, Bao Vang, Paul Von Lahr, and Jaime Wolf (represented respondents).

Respondents Amanda Casteel and Antonia Rozakis represented themselves.

Oral and documentary evidence was received on April 22, 2021. The record was left open to allow the represented respondents an opportunity to review the updated seniority list and lodge objections, if any. The record was closed and the matter submitted for decision on April 23, 2021.

ISSUES

The only issues presented at hearing are whether there is jurisdiction over respondent Roderick Calvin and what respondent Wesley Tite's seniority date is. Once those two issues are determined, the represented respondents and the District agreed to stipulations that precluded the need for a hearing.

FACTUAL FINDINGS

1. In total, the District identified 132.05 fulltime equivalent (FTE) positions to be eliminated for the 2021/2022 school year. After accounting for attrition and vacant positions, the District identified 39 certificated employees whose positions were being eliminated, or were otherwise subject to layoff. This matter was called for hearing on April 22, 2021. At the start of hearing, the represented respondents and the District stated they had reached an agreement, but there were outstanding jurisdictional and seniority matters to address that bore on the agreement. Evidence was received only to the extent they bore on these preliminary matters. This Proposed Decision is limited to those legal issues.

2. Respondents Rozakis and Casteel were given the opportunity to participate in the hearing and to meet individually with District counsel to discuss any possibilities for settlement. Each stated she understood her options and that each had a right to proceed with hearing. Following a brief settlement discussion with District counsel, these respondents knowingly and voluntarily withdrew their requests for hearing. The District indicated these respondents will receive final layoff notices.

Jurisdiction: Roderick Calvin

3. The District presented evidence its human resources department mailed respondent Roderick Calvin a preliminary layoff notice (notice) to his address of record on March 11, 2021, via certified mail. On March 23, 2021, the notice was returned to the District. No one had signed for the certified mail and someone wrote on the front of the envelope "Not Here."

4. Respondent Calvin did not dispute the envelope was sent to his address of record. He testified he receives other mail from the District at that address. He stated his mother is home at that address "100 percent of the time." He warned his family a letter may be coming from the District, and he does not know why he did not receive the certified mail.

5. Because respondent Calvin did not receive the layoff notice, he did not return a timely request for a hearing. He stated that he would have done so had he

received the notice. At hearing, the District rescinded respondent Calvin's layoff notice, unrelated to this jurisdictional matter.¹

6. The District argued that mailing the preliminary notice by certified mail to respondent Calvin's address of record satisfied the service requirement. The District's assertion is supported by the Education Code. Education Code section 44949, subdivision (d), states:

Any notice or request shall be deemed sufficient when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid and addressed to the last known address of the employee.

7. Additionally, Education Code section 44955 states that if an employee "is not given the notices . . ." he "shall be deemed reemployed" for the following school year. The language here is important as it refers to an employee being given the notices, rather than an employee receiving the notices. The District "gave" respondent Calvin his preliminary notice.

8. The District met its statutory requirement to send respondent Calvin his preliminary notice by registered mail to his address of record. Respondent Calvin did not dispute his address of record. The mail was sent to the correct address, no one

¹ The District acknowledged the rescission makes this issue moot, but requested these written findings.

signed for it, and someone wrote "not here" on the envelope. For these reasons, there is no jurisdiction over respondent Calvin.

Seniority: Wesley Tite

9. The District's recorded seniority date for respondent Wesley Tite is March 1, 2021. Respondent Tite presented evidence that he started with the District as a substitute teacher at Rosemont High School on October 19, 2020. Respondent Tite worked in the same classroom from October 19, 2020, through the time of his hire as a fulltime probationary employee on March 1, 2021. Respondent Tite argued his actual seniority date should reflect his initial start date of October 19, 2020.

10. Mr. Tite taught for two districts in the 2020/2021 school year. He worked on a part-time basis for the District. From October 19, 2020, through October 30, 2020, he worked five days per week for the District. From November 2, 2020, through February 26, 2021, he worked three days per week for the District: Monday through Wednesday. He then prepared a plan for a substitute to implement on Thursdays and Fridays. During this time, he worked Thursdays and Fridays for another school district. In January 2021, he interviewed for and was offered a full-time position for the classes he was currently teaching on a part-time basis for the District. On February 26, 2021, his contract ended with the second district, which allowed him to transition from his part-time position to full-time.

11. Respondent Tite believed he was the teacher of record for the classroom. He assigned grades, created the lesson plan, and had control of the "Google classroom" website for the classes he taught. After the first two weeks when he began his three-day per week schedule, he drafted plans for the substitute teachers who taught on Thursdays and Fridays.

12. Respondent Tite testified he was teaching "under a substitute contract," that he believed had been renewed from the prior school year. He was paid a per-diem rate from October through February. On March 1, 2021, after he signed the full-time contract, he was paid on the "normal pay scale for full-time teachers."

13. Respondent Tite argued he was working in the same classroom for the majority of the school year and was not a "substitute" under the Education Code. Education Code section 44017 states, in relevant part: "governing boards of school districts shall classify as substitute employees those persons employed in positions requiring certification qualifications, to fill positions of regularly employed persons absent from service." The District needed a full-time teacher in respondent Tite's position. There was no "regularly employed person" for whom he was filling a position.

14. A probationary employee is an employee in a position requiring certification qualifications "who [has] not been classified as permanent employees or as a substitute." There is an exception for temporary or substitute employees in Education Code section 44918, subdivision (a):

Any employee classified as a substitute or temporary employee, who serves during one school year for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and has performed the duties normally required of a certificated employee of the school district, shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year.

15. No evidence was presented at hearing that respondent Tite worked "at least 75 percent of the number of days" of the school year. The evidence showed respondent Tite was hired as a substitute, worked under a substitute contract, and was paid per diem as a substitute. On March 1, 2021, he began his permanent, full-time position with the District, which is his appropriate seniority date.

STIPULATIONS BETWEEN REPRESENTED RESPONDENTS AND THE DISTRICT

16. Once the above matters were determined, the parties entered into agreements regarding the remaining issues on the record. The following are a recitation of the parties' agreement placed on the record on April 22, 2021.

17. The parties withdrew all motions in limine, supporting documentation, and requests for official notice. Represented respondents will send a letter to the District Superintendent withdrawing its April 19, 2021 Cease and Desist letter.

18. The District recorded respondent Jaime Wolf's seniority date as September 21, 2020. At hearing, respondent Wolf presented evidence she was in the same classroom on a fulltime basis as a long-term substitute teacher since the beginning of the 2020/2021 school year. The District stipulated it will amend respondent Wolf's seniority date to reflect this service. Her new seniority date is September 1, 2020.

19. About 30 thirty minutes prior to the start of hearing, the District provided an updated teacher seniority list. The updated list contained names that were not on the previous list and impacted some of the represented respondents' positions. The parties stipulated that the District is not currently aware if any other change was made

that would impact the represented respondents, but believed there were none. The parties agreed the represented respondents would compare the outdated seniority list with the updated list and inform OAH by close of business Friday, April 23, 2021 of any issues that may need to be heard. OAH received no update in the given time.

20. The parties stipulated that the following teachers will teach in the 2021/2022 school year under the stated credentials:

- Ashley Hankins will use her Special Education credential;
- Edmund Lynch will use his science credential; and
- Jennifer Escobar will use her English credential.

21. At hearing, the District rescinded the layoff notices for the following teachers:

Daniel Cacho; Roderick Calvin; Patricia Carrillo; Karen Scinto;
Jorje Cruz; Zachary Cuda; Mallory Hallford; Zachary Hill;
Tanya Huerta-Espinoza; Tracy Fleming; Amy Hutton; Lynell
Johnson; Francoise Schmitt; Jamie Schwartz; Maria Sevilla;
Britney Thompson; Katherine Townson; and Bao Vang.

22. The District will issue final layoff notices to the following represented respondents, who agreed to withdraw their requests for a hearing:

Lissa Alvarado, James Ballenger, Lori Blankenship, Bonnie
Chufar, Hong-An Doan, Lorraine Doll, Linda Franco, Kristen
Hughes, Howard Hume, Judy Lim, Alyssa Mattson, Colleen
McClain, Alexandra Mondragon, Tiffany Pletz-Planchon,

Nicola Peruzzi, Lina Pittman, Ruth Rosa, Karen Scinto,
Wesley Tite, Tamara Toby, Paula Von Lahr, and Jaime Wolf.

RECOMMENDATIONS

1. This court has no jurisdiction over respondent Roderick Calvin.
2. Respondent Wesley Tite's seniority date of March 1, 2021 is affirmed.

DATE: April 28, 2021

Heather M. Rowan

Heather M. Rowan (Apr 28, 2021 15:13 PDT)

HEATHER M. ROWAN

Administrative Law Judge

Office of Administrative Hearings

ATTACHMENT C

	Last Name	First Name
1	Aguilera	Francisco
2	Alvarado	Lissa
3	Araujo	Spenser
4	Ballenger	James
5	Barton	Arianna
6	Barrera Cisneros	Nancy
7	Billings	Mary
8	Blankenship	Lori
9	Brinkley	Shannon
10	Casteel	Amanda
11	Centeno	Jorlinis
12	Chufar	Bonnie
13	Doan	Hong-An
14	Doll	Lorraine
15	Douglas	Lisa
16	Ferguson	Jane
17	Franco	Linda
18	Garland	Ashley
19	Hasseltine	Sally
20	Hughes	Kristen
21	Hume	Howard
22	Lim	Judy
23	Isaguirre-Bersola	Gabriella
24	Huynh	Tracy
25	Mattson	Alyssa
26	McClain	Colleen
27	Merar	Lauren
28	Mondragon	Alexandra
29	Nuno	Yvonne
30	Peltz-Planchon	Tiffany
31	Peruzzi	Nicola
32	Pittman	Lina
33	Robinson	Dawn
34	Ramirez	Anaissa
35	Rosa	Ruth
36	Rozakis	Antonia
37	Sawusch	Kimberly
38	Schaan	Alyssa
39	Tite	Wesley
40	Toby	Tamara
41	Von Lahr	Paula
42	Wakabayashi	Kyle
43	Wells	Michael
44	Wolf	Jaime



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: May 6, 2021

Subject: Local Control and Accountability Plan (LCAP) Update

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

Division: Continuous Improvement and Accountability Office

Recommendation: None

Background/Rationale: Annually, districts must develop a Local Control and Accountability Plan (LCAP). The LCAP provides details of goals, actions, and expenditures to support identified student outcomes and overall performance. The 2021-22 LCAP will, in addition to the 2021-22 to 2023-24 three-year plan, include an Annual Update to the 2019-20 LCAP year, Annual Update to the 2020-21 Learning Continuity and Attendance Plan, and the 2020-21 LCFF Budget Overview for Parents.

Financial Considerations: None

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

Documents Attached:

1. Executive Summary
2. Draft Local Control and Accountability Plan (LCAP) materials (to be provided Monday, May 3)

Estimated Time of Presentation: 20 minutes

Submitted by: Vincent Harris, Chief Continuous Improvement and Accountability Officer
Steven Fong, LCAP/SPSA Coordinator

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update
May 6, 2021



I. Overview/History of Department or Program

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

Following the closure of schools due to COVID-19, April 23, 2020, Governor Newsom issued Executive Order N-56-20 on April 23, 2020. This order postponed the 2020-21 LCAP to December 2020 and established the COVID-19 Operations Written Report requirement. Senate Bill 98, signed into law on June 29, 2020, made further changes to accountability requirements. These included elimination of the 2020-21 LCAP, shifting of the next three-year LCAP cycle to 2021-22 to 2023-24, and creation of the one-time Learning Continuity and Attendance Plan requirement.

Senate Bill 820, signed into law on September 18, 2020, specified that the 2021-22 LCAP template include Annual Update components for the 2019-20 LCAP Year AND the 2020-21 Learning Continuity and Attendance Plan. Senate Bill 98 also confirmed that performance levels would not be reported for schools or districts on the 2020 California School Dashboard. This resulted in all districts and schools maintaining their existing eligibility status for Differentiated Assistance, Comprehensive Support and Improvement, or Additional Targeted Support and Improvement, respectively.

II. Driving Governance:

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

III. Budget:

SCUSD's Local Control and Accountability Plan (LCAP) includes projected expenditures for the actions and services aligned to each LCAP goal. The Local Control Funding Formula (LCFF) Budget Overview for Parents for 2021-22 provides a high-level overview of the district entire budget. The Budget Overview for Parents enables stakeholders to clearly view the following for 2021-22:

Total Projected District Revenue

- Total projected LCFF revenue
- Total projected LCFF Supplemental and Concentration grant revenue
- Total projected revenue from other state sources

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Local Control and Accountability Plan (LCAP) Update
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- Total projected revenue from local funds
- Total projected Federal funding revenue (including Title I, II, and III funding)

Projected Expenditures

- Total Projected General Fund Expenditures
- Total Projected Expenditures included in the LCAP
- Total Projected Expenditures in the LCAP for high-needs students
- Total

Estimated Actual Expenditures for high-needs students in the 2020-21 Learning Continuity Plan

IV. Goals, Objectives and Measures:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. (From CDE LCAP web page)

The key components of an LCAP include:

- An overview of the district's **context**, recent **successes** and identified **needs**
- A district's **goals**
- The **actions/services** that the district will implement to achieve those goals (and their projected costs)
- The **metrics** that will be used to determine success and the **target outcomes** for each metric
- **Analysis** of outcomes and expenditures from the previous year
- Description of how the district is **increasing/improving services for unduplicated students**
- Description of how **stakeholder input** was solicited, summary of key input, and how it influenced the plan

SCUSD's proposed goals for the 2021-22 LCAP build upon the district's prior LCAP goals, strategic plan, and the current core value and guiding principle. The proposed goals are:

1. 100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

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2. Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.
3. Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, 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.
4. School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth.
5. Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.
6. Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed by 2024-25 and progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool and external assessment of site fidelity in holding MTSS team meetings and engaging in data practices
7. *Update the SCUSD Graduate Profile (Goal Statement In Development)*
8. SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

The LCAP must include measurable outcomes that enable the district to monitor progress across the eight state priorities. The eight state priorities and examples of required measurable outcomes within each include:

1. Basics (Teacher Assignments, Access to Instructional Materials, Facilities in good repair)
2. State Standards (Implementation of academic content and performance standards adopted by the state)
3. Parental Involvement (Efforts to seek parent input in decision making and promotion of parent participation)
4. Pupil Achievement (Performance on standardized tests, college/career readiness, English Learner reclassification and proficiency)

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5. Pupil Engagement (Attendance rates, Chronic Absenteeism rates, Drop-out rates, Graduation Rates)
6. School Climate (Suspension rates, Expulsion rates, local surveys of safety and connectedness)
7. Course Access (Enrollment in a broad course of study)
8. Other Pupil Outcomes (Pupil outcomes in subject areas)

In addition to the above, the LCAP includes a range of state and local indicators that SCUSD uses to monitor progress towards the plan's goals. For each measurable outcome identified, specific target outcomes for 2023-24 must be set. SCUSD has expanded the level of disaggregation of student groups in the new LCAP to transparently show performance across groups, including performance gaps, and set individual targets.

V. Major Initiatives:

The state's accountability and continuous improvement system is based on a three-tiered framework, with the first tier made up of resources and assistance available to all local education agencies. Differentiated Assistance is the second tier of assistance that is required by statute to provide to districts that meet certain eligibility criteria. The Sacramento County Office of Education offers technical assistance to foster improvement for the identified student groups.

Eligibility for Differentiated Assistance under the California System of Support is defined as two or more student groups receiving a red indicator on two or more state priorities on the California School Dashboard (Dashboard). Based on the review of student group performance on the 2019 Dashboard, SCUSD was identified as eligible for Differentiated Assistance for these student groups in these State indicators:

- Foster Youth: English Language Arts (ELA) and Math, Graduation Rate, Suspension Rate
- Students with Disabilities: English Language Arts (ELA) and Math, Graduation Rate
- Homeless Youth: English Language Arts (ELA) and Math, Chronic Absenteeism

Due to COVID-19, the state of California did not publish a full Dashboard in 2020 and prior eligibility for Differentiated Assistance was maintained through 2020-21.

Additionally, the performance of these student groups over time - Students with Disabilities, Foster Youth, and Homeless Youth - has resulted in the district's identification by the state for additional support. As a result of persistent performance issues for these student groups over several years, the district became eligible in fall 2019 for Systemic Instructional Review (SIR) support from the California Collaborative for Education Excellence (CCEE). In the SIR process, CCEE staff conducted a comprehensive assessment (academic and social emotional) of the district's instructional systems, progress of state requirements, and implementation of teaching and learning practices in order to successfully meet the needs of all learners.

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A key aspect of the LCAP is the requirement that districts describe how they have increased and improved services for the following students groups (collectively referred to as 'Unduplicated Students') as compared to all students:

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

A major initiative highlighted within this year's LCAP is the district's implementation of an effective Multi-Tiered System of Supports (MTSS) at all school sites. This effort began during the 2020-21 school with a first cohort of 25 schools beginning their Year 1 (of 3) training and implementation. Over the next several years, all schools will go through three years of training and ongoing support to install and sustain an effective MTSS. This initiative is a key priority in the district and manifested in a focus goal within the new LCAP.

Stakeholder engagement is a foundational part of the LCAP process and the input of stakeholders has shaped the LCAP in many ways from the structure of the overall goals to the inclusion of specific measurable outcomes. For this current LCAP, stakeholder engagement built upon the input received during the Learning Continuity and Attendance Plan process during summer and fall 2020. Engagement activities include meetings with district committees and groups, district surveys, stakeholder listening sessions, and the program planning of staff. District committees and groups include the African American Advisory Board (AAAB), American Indian Education Program (AIEP) Parent Committee, Community Advisory Committee (CAC), District English Learner Advisory Committee (DELAC), LCAP Parent Advisory Committee (PAC), and Student Advisory Council (SAC). The stakeholder engagement section of the LCAP outlines the engagement activities, key input received, and impact of the input on LCAP development.

VI. Results:

The Local Control and Accountability Plan (LCAP) must be presented to the board in a public hearing and, in a subsequent meeting, for adoption prior to June 30, 2021. These steps must occur in alignment with the public hearing and adoption of the district's 2021-22 budget. Within 5 days of adoption, the LCAP must be submitted to the Sacramento County Office of Education (SCOE) for approval.

Beginning with the 2021-22 LCAP, the Dashboard Local Indicators must also be presented during the same meeting at which the LCAP is adopted. Dashboard Local Indicators are self-reported by districts to the state and include:

- Basic Conditions: Teachers, Instructional Materials, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update
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- Access to a Broad Course of Study

VII. Lessons Learned/Next Steps:

Remaining Checkpoints in the LCAP development and adoption process include:

- May 20, 2021: Presentation of Stakeholder Input Summary to Board
- June 10, 2021: LCAP/Budget Public Hearing
- June 24, 2021: LCAP/Budget Adoption (Date pending board approval)
- June 29, 2021: Deadline to Submit LCAP to Sacramento County Office of Education (SCOE)
- Summer 2021: (If needed) SCOE Feedback, SCUSD Revisions, SCOE Approval

Following adoption and approval by the Sacramento County Office of Education (SCOE), fall 2021 next steps will include communication and outreach with the adopted LCAP to students, families, and staff. Concise, stakeholder friendly materials will be provided to help all community members understand the district's key goals, actions, and metrics being used to evaluate success. This process will, in turn, help to drive further input that can be used to inform the development of the 2022-23 LCAP.

Key Terms:

Local Control and Accountability Plan (LCAP)

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

Local Control Funding Formula (LCFF)

The state's method for funding school districts

LCFF Base Funding

Uniform base grant based on grade span and average daily attendance

Unduplicated Pupils

English Learners, Foster Youth Homeless Youth, and Socioeconomically Disadvantaged students

LCFF Supplemental Grant Funding

Additional funding based upon unduplicated pupil percentage

LCFF Concentration Grant Funding

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: May 6, 2021

Subject: Adoption of the Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality

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

Division: Special Education

Recommendation: Approve

Background/Rationale: The California Department of Education (CDE) has identified the Sacramento City Unified School District as significantly disproportionate based on race or ethnicity with respect to the identification of children with disabilities and type of disciplinary actions, including suspensions and expulsions. Specifically, SCUSD is significantly disproportionate in:

- Identification
 - African American students with respect to the eligibility of Emotional Disturbance
- Discipline
 - African American students greater than 10 days out-of-school

Financial Considerations: Under the Federal Individuals with Disabilities Education Act (IDEA) requirements, if an LEA is identified as significantly disproportionate, the LEA must reserve 15 percent of its 611 and 619 IDEA grant funds to provide CCEIS to students in the LEA. Use of funds within the plan should occur within the allowable CCEIS budget period of 27 months. SCUSD Significant Disproportionality 15% reserve is \$1,421,529.

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

Documents Attached:

N/A

<p>Estimated Time of Presentation: 20 minutes Submitted by: Christine Baeta, Chief Academic Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: May 6, 2021

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. Recommended Bid Awards – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
Sacramento Employment & Training Agency (SETA) A21-00083	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$75,070 No Match
<p>8/1/21 – 7/31/22: Grant funding application for Head Start Program: Cost Of Living Adjustment (COLA). The Child Development Department enrolls and serves 736 Head Start children within part-day preschool and full-day Children’s Centers. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development’s grant funding application for Head Start COLA the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.</p>		

<u>SPECIAL EDUCATION</u>		
California Department of Education A21-00098	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$9,355,781 No Match
<p>7/1/20 – 9/30/22: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act. This is a federal entitlement grant that is distributed to the District SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for students with special needs. Funds are used to support sites with special education services in terms of allocations to fund certificated and classified positions that support the District’s special education programs.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>NUTRITION SERVICES</u>		
Producer’s Dairy EGUSD Piggyback Contract #701-20/21 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7/1/21 – 6/30/22: One-year contract with Producer’s Dairy for milk and dairy products for the 2021/22 school year. Purchasing Services finds it is in the best interest of the District to utilize the Elk Grove Unified School District Dairy Contract #701-20/21, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts as well as Title 2, Code of Federal Regulations §200.318(e), that allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.	\$1,361,372 Nutrition Services Funds

[Continued on next page]

Items to be purchased under this contract are:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1% LF Homo Vitamin D Milk, ECO (8oz)	4,145,000	.2733	\$1,132,828.50
Fat Free Homo Vitamin D Milk, ECO (8oz)	650,000	.2543	\$165,295.00
Lactaid, NF w/Calcium (8oz)	108,600	.5824	\$63,248.34
		Projected Annual Cost	\$1,361,372.14

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LEGAL SERVICES</u>		
Lozano Smith LLP SA21-00018	7/1/20 – 6/30/21: Legal services as required for current services remaining in 2020-21. Services relate primarily to labor and employment matters, business, special education and board matters. The majority of the District’s legal expenses relate to numerous pending and recent matters, primarily with its labor associations, including but not limited to:	Original Amount: \$2,000,000
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> • SCTA Grievance Challenging implementation of district-wide student assessments • SCTA Unfair Practice Charge regarding district implementation of distance learning during school closures • District’s Unfair Practice Charge for SCTA’s refusal to bargain in good faith over a successor contract • SCTA Grievance seeking substantial reimbursements concerning class assignment configurations (split classes) • SCTA Writ asserting Brown Act violations to reverse 2019 layoffs • Development of structured negotiated agreement, expert review of District Special Education and discipline practices, and filings related to BPSB v. SCUSD • Representation of District in various employment matters including certificated and classified employee layoffs and discipline cases. • And finally, negotiations related to a successor collective bargaining agreement and the re-opening of schools 	Increase: \$800,000
		New Total: \$2,800,000 General Fund

Legal services related to the mitigation of COVID-19 will be charged to CARES as appropriate. The amount charged to CARES for services from July to January was \$110,304, which offsets the amount ultimately charged to the General Fund.

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. RFP 21-0301, Compostable Lunch Tray

Bids Received: April 7, 2021

Recommendation: Award to P&R Paper Supply

Amount/Funding: \$340,589; Nutrition Services Funds

BIDDER	BIDDER LOCATION	AMOUNT
P&R Paper Supply	Redlands, California	\$340,589
Individual Foodservice	Bell, California	\$357,385
Bay Promo	Tampa, Florida	\$419,904
Kanak Naturals	Fort Wayne, Indiana	\$557,073

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0117-416, Father Keith B. Kenny Roof Replacement

Bids received: April 7, 2021

Recommendation: Award to Roofing and Solar Construction, Inc.

Funding Source: \$1,038,300; Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Roofing and Solar Construction, Inc.	Novato, CA	\$1,038,300
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$1,447,690
Best Contracting Services, Inc.	Gardena, CA	\$1,598,933
DK Enterprise dba King's Roofing	Sacramento, CA	\$1,766,500

Bid No: 0138-416, Martin Luther King Jr. Roof Replacement

Bids received: April 7, 2021

Recommendation: Award to Roebbelen Contracting, Inc. including Alternate #1.

Amount/Funding Source: \$877,619; Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT	ALT #1
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$807,698	\$69,921
Best Contracting Services, Inc.	Gardena, CA	\$854,000	\$127,666
DK Enterprise dba King's Roofing	Sacramento, CA	\$977,900	\$81,500

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	20	13379	67439	01
Attention Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Sacramento City Unified SELPA 3412	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	3310	8181	INDEX	

Name of Grant Program 2020-21 IDEA 611 Local Assistance Entitlements	0663
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$9,355,781		\$9,355,781		07/01/2020	09/30/2022

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.027A	H027A200116	Individuals with Disabilities Education Act Part B, Section 611	United States Department of Education

I am pleased to inform you that you have been funded for an IDEA 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.

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

Please return the original, signed Grant Award Notification (form AO-400) to:

California Department of Education
 Special Education Division, Programs and Partnerships Unit
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

California Department of Education Contact Chris Essman, Special Education Division	Job Title Education Programs Consultant
---	---

E-mail Address cessman@cde.ca.gov	Telephone 916-327-3507
---	----------------------------------

Signature of the State Superintendent of Public Instruction or Designee 	Date March 26, 2021
---	-------------------------------

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
---	--------------

E-mail Address	Telephone
-----------------------	------------------

Signature 	Date
---	-------------

RECEIVED

APR 20 2021

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. For grantees that are school districts, county offices of education, or charter schools, the CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2020-21 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2020.asp>. For grantees that are state agencies, the general assurances and certification do not need to be signed and returned; however, grantees must download and keep these documents on file for compliance reviews, complaint investigations, or audits. Forms are available at the CDE Funding Forms web page at <http://www.cde.ca.gov/fq/fo/fm/ff.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 form to the CDE.
5. In accordance with 34 *CFR* Section 300.134(b), grantees that are school districts, county offices of education, or charter schools must make the determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities under 34 *CFR* Section 300.133(b). Each grantee must complete, sign, and return the Proportionate Share Calculation (PSC) worksheet available on the CDE web site at <https://www.cde.ca.gov/sp/se/as/documents/propsharecalcwrksht2020.pdf>. Multidistrict Special Education Local Plan Areas (SELPAs) must submit the Proportionate Share Calculation Worksheet and include an attachment that provides the breakout of the proportionate share funds for its member local educational agencies. In addition, the grantee must submit the Proportionate Share Assurance (PSA), available on the CDE web site at <https://www.cde.ca.gov/sp/se/as/documents/propshareassurance2020.pdf>, for each of its member local educational agencies (LEAs) that report zero children with disabilities enrolled by their parents in private schools. If the PSA is applicable, then it must be included with the PSC worksheet. These documents must accompany the initial Expenditure report before the grantee receives IDEA funds.

Grant Award Notification (Continued)

6. The grantee must complete and return the enclosed Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported.
8. The grantee must provide the SELPA Responsible Local Agency/Administrative Unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE Indirect Cost Rates (ICR) Web page at <https://www.cde.ca.gov/fg/ac/ic/>. The SELPA RLA/AU must complete the ICR Report and return with the Final Expenditure Report. When submitting ICR Report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass through to LEAs. This grant condition does not apply to grantees who are state agencies.
9. Grantees that are school districts, county offices of education, or charter schools must return to the CDE the Final Expenditure Report and ICR Report (if applicable) no later than October 10, 2022, to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed. This grant condition does not apply to grantees that are state agencies.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <http://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Timothy Nash, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3530 or by email at PPL@cde.ca.gov.

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

Sacramento City Unified School District/Nutrition Services Milk/Dairy Products "Piggyback" Agreement SY21-22



Sacramento City Unified School District

Nutrition Services

3051 Redding Ave,
Sacramento, CA 95820
T: 916/395-5600



The Sacramento City Unified School District ("District") enters this ("Agreement") with Producer's Dairy ("Vendor") in order to incorporate a piggyback contract to supply fresh milk & dairy products under the terms and conditions hereinafter provided. The District and the Vendor agree as follows:

- ❖ **Title 2, Code of Federal Regulations, § 200.318(e) allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.**
- 1. The parties agree that the Vendor has entered a contract with Elk Grove Unified School District, said contract being identified as: Bid #701-20/21
- 2. The original contract award is incorporated herein by reference and is attached as "Attachment A" to this contract. All of the terms and conditions set out in the original contract are fully binding on the parties and said terms and conditions are incorporated herein.
- 3. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to include the District's terms and conditions and modify special instruction provisions of the original contract as applied to this contract between the Vendor and Sacramento City Unified School District Nutrition Services. Said terms and conditions and special instructions are herein attached as "Attachment B" to this contract.
- 4. Time period ("Term") of the agreement: (1) year upon SCUSD Board of Education approval, not to exceed original contract term: June 30, 2022.

**Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products "Piggyback" Agreement SY21-22**

5. The parties have agreed on current pricing as original contract includes Escalating Clause. The District's assortment, approximate usage, unit and extended cost is as follows:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1 % LF Homo Vitamin D Milk, ECO (8 oz.)	4,145,000	\$.2733	\$1,132,828.50
Fat Free Homo Vitamin D Milk, ECO (8 oz.)	650,000	\$.2543	\$165,295.00
Lactaid, NF w/ Calcium (8 oz.)	108,600	\$.5824	\$63,248.64

		Projected Annual	\$1,361,372.14

Accepted and Agreed on the date indicated below:

Sacramento City Unified School District

By: _____

Print Name: _____

Title: _____

Producer's Dairy Foods, Inc.

By:  _____

Print Name: PATRICIA KELLY

Title: K12 - MANAGER



PRODUCERS DAIRY FOODS , INC.
250 EAST BELMONT AVENUE
FRESNO, CA. 93701

BID COPY
NO PAGES REMOVED

ELK GROVE UNIFIED SCHOOL DISTRICT
FOOD & NUTRITION SERVICES – DAIRY
BID # 701 – 20/21

DUE ON : MARCH 4, 2021
2:00 P.M. STANDARD TIME



PRODUCERS DAIRY FOODS, INC.

P.O. Box 1231, Fresno, CA 93715-1231

250 E. Belmont Ave., Fresno, CA 93701-1403

p 800-660-1171

www.producersdairy.com



March 1, 2021

BOARD OF EDUCATION
ELK GROVE UNIFIED SCHOOL DISTRICT
8431 Gerber Road.
Sacramento, Ca. 95828

Dear Sirs:

Producers Dairy Foods, Inc. appreciates the opportunity you have given us to bid on the dairy business for the incoming 2021/2022 year. Food & Nutrition Services – Dairy, Bid # 701 – 20/21, Due March 4, 2021.

We take great pride in serving your students with Producers Dairy products. Nutrition plays a big role in helping children learn, and we understand the importance of promoting healthy eating at school. Our goal is to give you and your students the best quality products at a great value with excellent service.

Patrick Kelly, School Accounts Manager, will be your contact for general requests and support. Your district will be served out of our Sacramento Branch location, with Scott Fields, Branch Manager, your contact and support on deliveries to your school locations.

Enclosed is our Bid. Please note our escalating clause.

ESCALATING CLAUSE: Producers Dairy must insert an escalating clause because of unknown factors at this time. Also, it is a requirement of the California Federal Milk Order No. 51. This escalating clause includes our raw product costs, which Producers Dairy has no control over from the dairy farmer or our carton supplier.

Respectfully,

Sean Simonian
Director of Sales

Enclosure
SS/cm



PRODUCERS DAIRY FOODS, INC.



Members of the Board

Beth Albani
Nancy Chaires Espinoza
Carmine S. Forcina
Dr. Crystal Martinez-Alire
Anthony "Tony" Perez
Sean J. Yang
Gina Jameson

Student Support Center
8431 Gerber Road
Sacramento, CA 95828

Bobbi Hew
Director, Purchasing & Warehouse

PH. 916.686.7773

NOTICE TO BIDDERS

FOR: FOOD & NUTRITION SERVICES – DAIRY

BID#: 701 - 20/21

OPEN: March 4, 2021

TIME: 2:00 P.M. Standard

Notice is hereby given that the Board of Education of the Elk Grove Unified School District, (District) County of Sacramento, State of California, will receive up to and not later than **2:00 P.M. Standard, March 4, 2021**, sealed BIDs for **FOOD & NUTRITION SERVICES – DAIRY** and that such BIDs shall be opened at the **Purchasing & Warehouse Department, Student Support Center, 8431 Gerber Road, Sacramento, CA 95828**, on the above date at the stated time.

Please return your original BID along with an electronic copy on a flash/thumb drive in a sealed envelope with the BID number and the date and time of BID opening.

Each BID must conform and be responsive to this invitation; the information for bidders, specifications, and all other documents comprising the pertinent award documents, and submitted on the printed forms provided by the District.

All inquiries regarding this BID must be submitted in writing to Kirsten Garcia, Buyer II of Purchasing & Warehouse at kgarcia@egusd.net no later than **2:00 P.M. Standard, February 26, 2021**.

Kirsten Garcia, Buyer II

Elk Grove Unified School-Excellence by Design

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

TIME LINE

BID Issued: February 12, 2021

Response Due Date: March 4, 2021

Elk Grove Unified School District
 Food & Nutrition Services
 Dairy
 #701-20/21

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Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

1. BID OVERVIEW

The BID is not an order. The purpose of this BID is to provide for the acquisition of dairy products for the Elk Grove Unified School District's (District) Food and Nutrition Services Department.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Provider - A business entity, Supplier or Vendor engaged in the business of providing parts & services.
- Bidder - A business entity submitting a response to this BID. Suppliers which may express interest in this BID, but who do not submit a response, have no obligations with respect to the BID requirements.
- Contractor - The Bidder(s) whose response to this BID is evaluated as meeting the needs of the District. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this BID.
- Contractor's Employee - All persons who can be offered to provide the services described in the BID. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

2. BACKGROUND

The Elk Grove Unified School District's Food & Nutrition Services Department is dedicated to supporting the District's strategic goals, through supporting the overall wellness of the student, so that every student learning in every classroom, in every subject, every day is attainable.

The District believes that healthy students are better learners; therefore we are committed to providing students with kid-friendly options that promote a healthy body and mind. The District was built on a strong foundation of teaching students the importance of healthy eating through consuming a rainbow of fresh fruits and vegetables daily as well as lean proteins, whole grains and dairy. The District has made a commitment to purchase locally, when feasible, and has built a strong Farm to School program.

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

The District participates in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Child and Adult Care Food Program (CACFP), the Seamless Summer Meal Program (SSO), and the Fresh Fruit & Vegetable Program (FFVP). The District operates a Central Kitchen facility that provides fresh baked and scratch made goods to our customers daily at 65 sites. We serve approximately 40,000 meals a day, serving over 8 million meals annually.

- All schools offer breakfast and lunch service.
- 22 sites offer supper/snack service.
- 14 sites are Universal sites, where all students are provided meals at no cost.
- 6 sites provide a fruit/vegetable snack during a.m. recess.

3. CONTRACT PERIOD

Any contract resulting from this BID shall be for a period of one (1) year beginning July 1, 2021 with two (2) one-year options to renew the contract. The District reserves the right to award an Agreement to multiple bidders if it is in the best interest of the District.

- A. The District shall retain the right to add, delete, or change dairy products purchased under an awarded Agreement and may do so upon giving a thirty (30) day written notification to the Provider. If these changes cause an increase or a reduction in the cost of an awarded Agreement, said cost shall be readjusted and, when agreed upon, incorporated into an awarded Agreement. Agreement is contingent upon Board of Education approval.

4. BID CONTACT

All inquiries regarding this BID must be submitted in writing to Kirsten Garcia, Buyer II at kgarcia@egusd.net. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum will be posted at <https://www.publicpurchase.com/>.

5. BID DELIVERY

A BID shall be delivered to the District, on or before the day and hour set for the opening of the BID (See Section 9 – Scheduled Dates of Importance). The BID shall be submitted on the printed forms provided by the District and placed in a sealed envelope. Any BID received after the scheduled closing time in the Notice to Bidders submitting a BID shall be unopened. All unsigned BIDs will be rejected. After the BIDs are opened at the designated time, no commitment will be made at that time until all BIDs are evaluated for pricing, specifications and other pertinent information.

BIDs submitted in response to this BID shall become the property of the District and shall be considered public documents under applicable state law.

Elk Grove Unified School District
Food & Nutrition Services
Dairy
#701-20/21

6. BID PREPARATION

Bidders must submit one (1) original bound; clearly marked "original", (1) copy unbound, clearly marked "COPY", and one electronic copy (CD or USB drive). If there is a conflict between the electronic copy and hard copy, the original hard copy will govern.

- A. The original set of materials must be in 8-1/2" x 11" format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Bidders name and BID # on both the cover and the spine, with divider tabs labeled as indicated below:
- **Tab 1 – Cover Letter:**
The Cover Letter shall include a brief general statement of interest along with the contact information for anyone assigned to the District.
 - **Tab 2 – Table of Contents:**
The Table of Contents shall identify the contents of the proposal in a format consistent with the BID requirements stated herein.
 - **Tab 3 – Supporting Documentation:**
Including: Appendix A – Non Collusion Declaration
 Appendix B – Byrd Anti-Lobbying Amendment
 Appendix C – W9
 Appendix D – Fingerprinting Declaration
 Addendums – if applicable
 - **Tab 4 – Appendix E – Signature Page**
 - **Tab 5 – Appendix F – Price Schedule**
 - **Tab 6 – Attachment B – Bid Questions**
- B. The unbound copy of materials shall be formatted with (1) no divider sheets or tabs; (2) pages with proprietary information removed (if applicable); and (3) a cover sheet listing the Bidders name, the BID #, the total number of pages, and identifying those pages that were removed due to proprietary information (if applicable).
- C. The electronic copy will only be accepted on a CD or USB drive and will include all documents required to be submitted with the BID.

DISTRICT WILL NOT ACCEPT ANY BIDS SUBMITTED BY FACSIMILE OR EMAIL. ALL BIDS RECEIVED AFTER SAID TIME AND DATE WILL BE DATE AND TIME-STAMPED AND UNOPENED.

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7. BID SUBMITTAL

BID responses shall sealed and delivered to:

Kirsten Garcia, Buyer II
 Elk Grove Unified School District
 Purchasing & Warehouse Department/Student Support Center
 8431 Gerber Road
 Sacramento, CA 95828

- A. The envelope(s) shall also have stated therein the name and address of the submitting Bidder.
- B. Any Bidder failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

8. DOCUMENTS TO BE INCLUDED IN BID PACKAGE

Indicated a (√) next each item that the document has been included in your BID.

DOCUMENT TITLE	(√)
Appendix A – Non Collusion Declaration	✓
Appendix B – Byrd Anti-Lobbying Amendment	✓
Appendix C – W9	✓
Appendix D – Fingerprinting Declaration	✓
Appendix E – Signature Page	✓
Appendix F – Price Schedule	✓
Attachment B – Bid Questions	✓
Addendums - if applicable	NONE

9. SCHEDULED DATES OF IMPORTANCE

DESCRIPTION	DATE
Release of BID	February 12, 2021
Last day to submit questions by 2:00 PM PST/PDT	February 26, 2021
BID is due no later than 2:00 PM PST/PDT	March 4, 2021
Award	TBD
Agreement Commencement Date:	7/1/2021
Agreement Expiration Date:	6/30/2022

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10. GENERAL PROPOSAL REQUIREMENTS – (SEE 10-41 BELOW)

11. BASIS OF AWARD

The responsiveness, competency and responsibility of Bidder and of their proposed subcontractors will be considered in making the award of a contract. Any Bidder before being awarded a contract may be required to furnish evidence satisfactory to the District that Bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the awarded contract in a satisfactory manner. The District reserves the right to reject the BID of any Bidder as not responsible and not qualified to do the particular work under consideration who has previously failed to perform properly or to complete on time award contract with a District(s) of similar size to this project. Other factors that may be considered by the District to determine a responsible BID and the overall capability of the Bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a Bidder has been terminated on other projects.

A responsive BID is one that meets all terms, conditions, and specifications of the BID. The BID must comply with the content requirements of the BID documents. The Bidder must perform and do what is required by the BID documents, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc. Other examples where a BID might be declared and found to be non-responsive include:

- A. BID is substantially incomplete,
- B. BID is not signed,
- C. BID is delivered late,
- D. No acknowledgement of critical addenda,
- E. Significant discrepancies appear in the response.

A responsive BID conforms to BID specifications. However, a BID which substantially conforms, though not strictly responsive, to a call for BIDs may be accepted if the variance cannot have affected the amount of the BID or given a Bidder an advantage or benefit not allowed other Bidders or, in other words, if the variance is inconsequential. The District reserves the right to reject any and all BIDs or alternatives and waive any informality or irregularity in the BID, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above.

BIDs will be considered valid for a period of 120 calendar days after bid closing date above.

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12. SUBMITTAL

No BID will be considered unless submitted in the manner listed in Section 6. BID PREPARATION. All Bidders submitting a BID shall be responsible for familiarizing themselves with the conditions and requirements of the BID prior to submitting their proposal.

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any Bidder from any obligations with respect to Bidder's offer or to the award contract. The submission of a BID shall be taken as prima facie evidence of compliance with this section.

13. PUBLIC RECORD

All BIDs become property of the District. All BIDs, including the accepted BID and any subsequent award contract become public records per the requirements of the California Government Code, Sections 6250-6270, and "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful BID are not consider proprietary information.

The District will treat all information submitted in a BID as available for public inspection once the District has an award contract finalized with the selected Bidder. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your BID, you must identify any such information, together with the legal basis of your claim in your BID.

The Bidder agrees to defend and indemnify the District for any liability, costs, and expenses incurred in asserting such confidentiality as part of your BID. The final determination as to whether the District will assert your claim of confidentiality on your behalf shall be sole discretion of the District.

14. ERRORS AND CORRECTIONS

Bidders submitting a BID are responsible for checking carefully all conditions and specifications. The District will not be responsible for any error or omissions on the part of the Bidder submitting a BID in making a BID. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing the BID. Verify your BID before submission as they cannot be withdrawn or corrected after being opened.

15. NO BID

If a Bidder does not desire to submit a Bid at this time but wishes to remain on the BID list, the Bidder must return the Invitation/Notice to Bidders page with the statement "no bid at this time."

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16. ADDENDUM

Discrepancies in and omissions from the BID documents or questions as to their meaning shall, at once, be brought to the attention of Kirsten Garcia, Buyer II, kgarcia@egusd.net in writing only. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum(s) will be posted at <https://www.publicpurchase.com/>. The District will not be responsible for any other interpretations or changes. Any addendum(s) issued must be signed and returned with other BID response documents at the time and date set for the BID opening. It is the Bidder's responsibility to indicate acknowledgement, sign, and return addendums with their response.

17. LOBBYING

Failure to comply with any of the instructions stated in the BID documents may result in rejection of the BID. Any Bidder submitting a BID shall not contact, or lobby any District Board of Education member, District official employee, agent or representative during the BID process including up to the date of Board action, except as specified in the BID for contact. Any Bidder attempting to influence the BID including the submittal, review process and awarding of the BID will have their firm's BID rejected for violating this term and condition of the BID.

Any party, individual, group or firm, not submitting a BID, but which may have a financial or business interest in the award of the BID shall not contact or lobby any District Board of Education member, District official, employee, agent, contractor or representative, including up to the date of Board action. Any such contact shall be grounds for the disqualification of the Bidder. Any and all public comment regarding the Board of Education's action in the award of this BID will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

18. WITHDRAWAL OF BID

Any Bidder submitting a BID may withdraw their BID either personally or by written request, prior to BID opening.

19. BID NEGOTIATIONS

A BID response to any specific item of this BID with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

20. COST OF BID PREPARATION

Cost of preparation of the response to this Invitation for BID is solely the responsibility of the Bidder submitting a BID. The District accepts or implies no liability in the cost of preparation.

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21. AWARD OF BID

The District realizes that the products of various manufacturers/suppliers invited to quote are proprietary in nature and differ considerably in concept, design, structure, methods and materials of fabrication and finish. Although the District reserves the right to reject any and all BIDs or to waive any irregularities of informalities in any BID, the award will be made to the responsible Bidder submitting a BID who's BID represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar.

22. PREVIOUS PERFORMANCE

Bidders submitting a BID are advised that the District reserves the right to reject a BID from a Bidder submitting a BID that cannot demonstrate the ability to provide the parts or services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this BID. Bidders submitting a BID past performance practices and service to the District will be examined. Bidders submitting a BID who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Bidder submitting a BID, thereby disqualifying the Bidder submitting a BID from an awarded contract.

23. COMPETENCY OF BIDDERS SUBMITTING A BID

No BID will be accepted from or awarded contract to a Bidder who is not licensed in accordance with the law, to whom a BID form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to an award contract may examine the business premises of any Bidder submitting a BID. Bidders submitting a BID shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of the awarded contract. It will be the responsibility of the Bidder to obtain any clearances necessary for completion of the award contract.

24. RIGHT TO REJECT BIDS

The District reserves the right to reject any and all BIDs or any part of a BID; to waive minor defects or technicalities; or to solicit new BIDs on the same project or modified project, which may include portions of the original BID document, as the District may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted BID may be sufficient cause for rejection. The District will be the sole judge in making such determinations.

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25. INSURANCE

Limited Indemnification and Hold Harmless: Bidders and its agents, officers and employees shall defend, indemnify, and hold harmless The District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Bidder in the performance of and in accordance with the terms of the contract entered into between Bidder and the District. The indemnification provisions contained in this contract include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this contract, or any of their agents, officers or employees or their performance under the terms of this contract. The indemnity provisions of this contract shall survive the expiration or earlier termination of this contract.

Minimum Insurance/Coverage: The District and Bidder agree to purchase and/or maintain through the duration of this contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this contract. For the acts and activities contemplated by this contract, at a minimum, the following shall be provided:

Commercial General Liability Insurance: Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A, 11" status as rated in the most recent edition of Best's Insurance Reports or as amended contract between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

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Additional Insured Endorsement: The District, its elected and appointed officers, agents, employees, volunteers, providers and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "the District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this contract."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Certificate of Insurance: Prior to commencing services pursuant to this contract, Bidders shall provide certificates as evidence of the existence of the insurance required by this contract, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificate shall include the Endorsements described in this contract as attachments.

Workers' Compensation: Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this contract, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this contract." Prior to commencing services pursuant to this contract, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this contract, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.

Injury and Illness Prevention: Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this contract, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this contract." The Injury and Illness Prevention Plan shall be available to the District upon request.

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Commercial Automobile Liability: If Bidder is going to operate a vehicle on the District property or transport students in any capacity. * Limits of liability shall include a minimum of \$1,000,000 combined single limit.

Conditions for coverage regarding transportation of students: Unless authorized by written contract including the parent, Bidder is not to transport students. If students need transportation to/from the Bidder premises where services are provided or any other location involving the Bidder's services, transportation of the student is to be provided by EGUSD-transportation. If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a Student Alternate Transportation Form. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted Employee and Volunteer Personal Automobile Use Form. This form is to be completed if the transportation of students is for services under this contract.

Survivability: The parties' indemnity and coverage obligations shall survive the termination of this contract with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this contract.

Joint Interests: In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

26. HOLD HARMLESS STIPULATION

The BID shall indemnify and hold the District, its officers, agents, and employees, harmless from and against any and all loss, liability and expense (including attorney's fees) of any nature of kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or un-patented, article or appliance furnished or used under this BID.

27. LIQUIDATED DAMAGES

The District shall hold the successful Bidder submitting a BID liable and responsible for all damages, which may be sustained because of his/her failure to comply with any condition herein. If the successful Bidder submitting a BID fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this BID in its entirety the contract will be canceled and, the District may purchase the parts or services herein specified elsewhere, without further notice to the successful Bidder submitting a BID. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

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28. ASSIGNMENT AND SUBCONTRACTING

The contractor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under awarded contract unless written consent of the District has been obtained. No right under awarded contract, or claim for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of awarded contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under awarded contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.

29. TERMINATION

- A. District may unilaterally terminate an awarded contract for any reason, in its absolute discretion, by giving Provider 30 day's written notice of termination.
- B. An awarded contract may also be terminated by either party upon 30 days written notice should the other party fail substantially to perform its duties or for any material breach under this contract.
- C. District may terminate or amend an awarded contract immediately upon giving written notice to Provider, 1) if advised that funds are not available from external sources for this contract or any portion thereof, including if distribution of such funds to the District is suspended or delayed; 2) if funds in District's yearly proposed and/or final budget are not appropriated by District for this contract or any portion thereof; 3) if funds that were previously appropriated for this contract are reduced, eliminated, and/or re-allocated by District as a result of mid-year budget reductions
- D. In the event of early termination, Provider shall be paid for satisfactory services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Provider, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

30. FORCE MAJEURE

The parties to this contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, walk-out or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented, in written form.

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31. INVOICING

Invoices for goods and services delivered against any contract or order must be itemized by site and all applicable discounts identified. Invoices must show the Purchase Order number.

The Provider shall submit invoices to District, Accounts Payable. All invoices must reference this contract number/contract ID # and the service or item performed or provided. Payments shall be made within sixty (60) days of receipt of invoice from the Provider.

32. FINGERPRINTING REQUIREMENTS

California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Provider shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by completing the District's "Declaration Regarding Employee Fingerprint and Criminal Background Check" Certification Form.

Successful Bidders submitting a BID shall submit within 90 days of award of contract, a fully executed "Declaration Regarding Employee Fingerprinting and Criminal Background Check" if it is found to be necessary for them to have contact with pupils. The cost for background or fingerprint checks are the responsibility of the Bidder.

33. PROPERTY

Alterations and additions to the property shall be made only with the District's prior written approval. The awarded Contractor shall pay the District for the repair or replacement of any property or facilities of District which may be lost, damaged or stolen as a result of Contractor's use of District's premises.

34. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to award a contract with any entity responding to this BID. The District makes no representation that participation in the BID process will lead to an award contract or any consideration whatsoever. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The BIDs, and any other supporting materials submitted to the District in response to this BID, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Bidders

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have completed negotiations and entered into an contract, or (2) the District has rejected all BIDs. Furthermore, the District will have no liability to the Bidder or other parties as a result of any public disclosure of any BID.

35. NON-DISCRIMINATION

No Bidder will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of a contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of a contract.

36. MODIFICATIONS

Changes in or additions to the BID, as well as any attachments, amendments or other official correspondence related to this document may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal, which is not specifically called for in the contract award documents, may result in the District's rejection of the BID as not being responsive to the invitation to propose. No oral or telephonic modification of any BID submitted will be considered and mailed modification may be considered only if the postmark evidences that a confirmation of the mailed document duly signed by the Bidder was placed in the mail prior to the opening of BIDs.

37. STUDENT DATA PRIVACY - INTENTIONALLY LEFT BLANK

38. PIGGYBACKABLE BID

Other school districts and public agencies may purchase under this BID at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful Bidder.

School Districts participating in this BID shall be responsible for obtaining approval from their Board(s) of Education or other approving body of authority when necessary and shall hold the Elk Grove Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this BID.

The Elk Grove Unified School District waives its right to receive payment, and authorizes each district to make payment and place orders directly to the successful Bidder.

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39. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <https://www.law.cornell.edu/uscode/text/31/1352>

The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly. <https://eca.state.gov/files/bureau/sflll.pdf>

40. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. <https://www.law.cornell.edu/cfr/text/13/400.109>

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41. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." https://www.dol.gov/ofccp/regs/compliance/FinalRules_Notices.htm

- a. Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the U.S. Government or borrowed on the credit of the U.S. Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the U.S. Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- b. Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. The Bidder certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant.

Pursuant to Federal Rule above, when federal funds are expended by the District, the Bidder certifies the following:

- a. That it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); That neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency; That when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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APPENDIX A
NON-COLLUSION DECLARATION
PUBLIC CONTRACTS CODE SECTION 7106

STATE OF CALIFORNIA, COUNTY OF: FRESNO

I, SEAN SIMONIAN being first duly sworn, deposes and says that
(Name)

I am the DIRECTOR OF SALES of PRODUCERS DAIRY FOODS, INC.
(Title) (Company Name)

the party making the foregoing proposal, the undersign declares, states and Certifies that:

1. The BID is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The BID is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham BID, or to refrain from proposing.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or of that of any other Bidder.
5. All statements contained in the BID are true.
6. The Bidder has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham BID, and has not paid, and will not pay, any person or entity for such purpose.
7. Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Executed on 1ST Day of MARCH, 2021 at FRESNO, FRESNO, CALIFORNIA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signature]
Signature

250 E. BELMONT AVE
Address

SEAN SIMONIAN
Printed Name

FRESNO, FRESNO, CALIFORNIA
City, County and State

SEAN.SIMONIAN@PRODUCERSDAIRY.COM
E-Mail Address

(559) 264-6583
Area Code and Telephone Number

APPENDIX #B

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] PRODUCERS DAIRY FOODS, INC., certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] PRODUCERS DAIRY FOODS, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

SEAN SIMONIAN, DIRECTOR OF SALES

Name and Title of Contractor's Authorized Official

3/11/2021

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change

For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description: _____

CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity
 (If individual, last name, first name, MI) _____

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI) _____

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No *NONE*

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: *[Signature]*
 Print Name: *SEAN SIMONIAN*
 Title: *DIRECTOR OF SALES*
 Telephone No: *(559) 264-6583* Date: *3/1/2021*

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PRODUCERS DAIRY FOODS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 E. BELMONT AVE.

6 City, state, and ZIP code
FRESNO, CA. 93701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

94	-	0783760
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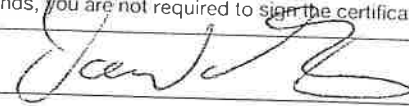
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **3/1/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 47(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.
 Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

APPENDIX #D

DECLARATION REGARDING EMPLOYEE FINGERPRINTING/CRIMINAL BACKGROUND CHECK

California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the Contractor or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completing the following "Declaration Regarding Employee Fingerprint and Criminal Background Check" Certification Form.

I SEAN SIMONIAN, declare as follows:

Where the employees will have contact with pupils, the safety of the pupils will be ensured by one or more of the following:

1. The Installation of a physical barrier, at the expense of the bidder, at the work site to limit contact with pupils.
2. Continual supervision and monitoring of all employees of Contractor and Subcontractor by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a duly authorized representative of PRODUCERS DAIRY FOODS, INC.
For the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this 1ST day of MARCH, 2021, in FRESNO, CALIFORNIA


Signature

SEAN SIMONIAN
Printed Name

DIRECTOR OF SALES
Title

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

APPENDIX #E

BID AUTHORIZATION SIGNATURE PAGE

The undersigned, having carefully read and examined this BID, and being familiar with all of the conditions applicable to the work for which this BID is submitted hereby agrees to provide everything necessary to complete the work for which this BID is submitted in accordance with the BID documents herein.

COMPANY NAME: PRODUCERS DAIRY FOODS, INC.

ADDRESS: 250 E. BELMONT AVE., FRESNO, CA. 93701

PRINT NAME: SEAN SIMONIAN TITLE: DIRECTOR OF SALES

TELEPHONE (559) 264-6583 E-MAIL: SEAN.SIMONIAN@PRODUCERSDAIRY.COM

SIGNATURE OF AUTHORIZED AGENT:  3/1/2021
(DATE)

ALL UNSIGNED BIDS WILL BE REJECTED

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 - Dairy

APPENDIX F

PRICE SCHEDULE

REQUEST FOR BID (This is NOT an order) Please
quote your lowest price on this sheet for the following goods or
services FOB. Do not include California sales tax in your quoted
price. All prices will be held for the period stated in the

Bidder's Name: Producers Dairy Foods, Inc.

March 2021 Pricing

Item	Item Description & Specifications	Est Use Per Year	Unit	Cost Per Indiv. Unit	Cost Per Case	Total Cost	Comments
<i>EXAMPLE</i>	<i>Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50/60 per case</i>	<i>60,000</i>	<i>ea</i>	<i>\$ 0.203</i>	<i>10.15</i>	<i>\$609,000</i>	<i>Our cases contain only 25 units</i>
1	Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50/60 per case, no high fructose corn syrup allowed and with 21 grams of sugar or less or equal	3,099,235	1/2 PINT	\$0.2618	\$15.708	\$811,379.73	Our cases contain 60 units
2	Milk, white, 1/2 pint, USDA grade A, fat free, pasteurized, homogenized, peak carton, 50/60 per case or equal	205,658	1/2 PINT	\$0.2543	\$15.258	\$52,298.83	Our cases contain 60 units
3	Milk, white, 1/2 pint, USDA grade A, 1% low fat, pasteurized, homogenized, peak carton, 50/60 per case or equal	2,620,974	1/2 PINT	\$0.2733	\$16.398	\$716,312.20	Our cases contain 60 units
4	Milk, strawberry, 1/2 pint, USDA grade A, non fat, pasteurized, homogenized, peak carton, 50/60 per case, no high fructose corn syrup allowed and with 19 grams of sugar or less or equal	288,680	1/2 PINT	N/A	N/A	N/A	Not Available At This Time
5	Milk, white, 1/2 pint, USDA grade A, whole, pasteurized, homogenized, peak carton, 50/60 per case or equal	2,265	1/2 PINT	\$0.2875	\$17.250	\$651.19	Our cases contain 60 units
6	Milk, white, 2% reduced fat, 3rd ppr or equal	50	EA	\$0.3060	\$12.240	\$15.30	Our cases contain 40 units
7	Milk, chocolate, 1% low fat, 3rd ppr or equal	80	EA	\$0.3172	\$12.668	\$25.38	Our cases contain 40 units
8	Milk, white, gallon, USDA grade A, 2% reduced fat, pasteurized, homogenized or equal	750	GAL	\$3.7102	\$22.261	\$2,782.65	Our cases contain 6 units
9	Milk, white, gallon, USDA grade A, fat free, pasturized, homogenized or equal	1,673	GAL	\$3.0261	\$18.157	\$5,062.67	Our cases contain 6 units
10	Milk, white, half gallon, USDA grade A, 1% low fat, pasturized, homogenized or equal	130,682	1/2 GAL	\$1.9899	\$23.879	\$260,044.11	Our cases contain 12 units
11	Lactaid, fat free milk, 100% Lactose Free, 8 fl oz., Grade A, Vitamin A & D, Ultra Pasteurized or equal	140,000	1/2 PINT	\$0.5824	\$11.648	\$81,536.00	Our cases contain 20 units
12	Cultured sour cream, 2/5 lb packs or equal	7,327	PK	\$10.7942	10.7942	\$79,089.11	Our Pack contain 2 units
13	Buttermilk, USDA grade A, pasteurized, homogenized, 1/2 gallon or equal	3,508	1/2 GAL	\$1.7690	21.228	\$6,205.65	Our cases contain 12 units
14	Yogurt, 6 oz, low fat, assorted flavors, blended, 12 per case or equal	125	CS	\$0.5059	\$6.0708	\$758.85	Our cases contain 12 units
15	Yogurt, vanilla, low fat, quart or equal	3,488	EA	\$2.0520	\$12.312	\$7,157.38	Our cases contain 6 units
16	Orange juice, 100% fruit juice, 12-14 oz., 12 per case or equal	200	CS	\$0.5713	\$6.856	\$1,371.12	Our Pack contain 12 units
17	Orange juice, 100% fruit Juice gallon or equal	60	GAL	\$3.6917	\$22.150	\$221.50	Our cases contain 6 units
18	Half and half creamer, quart or equal	511	EA	\$1.4267	\$28.534	\$729.04	Our cases contain 20 units
19	Cottage cheese, low fat, 2/5 lb packs or equal	27	PK	\$11.4200	\$11.420	\$308.34	Our Pack contain 2 units
20	Eggs, grade A, large, carton of 12 or equal	986	DZ	\$1.9300	\$23.160	\$1,092.98	12 Dozen Case / Market Price -Subject To Change

Elk Grove Unified School District
Food Nutrition Services
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Appendix G

SCHOOL	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
Adreani Elementary	(916) 525-2017 (Caf)	Kristine Rose	9927 Wildhawk West Drive	Sacramento, 95829	2
Batey Elementary	(916) 685-0330 (Caf)	Amy McMahon	9421 Stonebrook Drive	Elk Grove, 95624	2
Beitzel Elementary	(916) 688-7450 (Caf)	Mary Ellen McIntyre	8140 Caymus Drive	Sacramento, 95829	2
Butler Elementary	(916) 681-5138 (Caf)	Gladys Saavedra Leonard	9180 Brown Road	Elk Grove, 95624	2
Carroll Elementary	(916) 714-0889 (Caf)	Stacey McDuffie	10325 Stathos Drive	Elk Grove, 95757	2
Case Elementary	(916) 681-5024 (Caf)	Veronica Panzien	8565 Shasta Lily Drive	Elk Grove, 95624	2
Castello Elementary	(916) 478-4026 (Caf)	Lyle Christensen	9850 Fire Poppy Drive	Elk Grove, 95757	2
Cosumnes River Elementary	(916) 681-3902 (Caf)	OPEN	13580 Jackson Road	Sloughhouse, 95683	1
Dillard Elementary	(916) 793-2026 (Caf)	OPEN	9721 Dillard Road	Wilton, 95693	1
Donner Elementary	(916) 683-8138 (Caf)	June Franklin	9461 Soaring Oaks Drive	Elk Grove, 95758	2
Ehrhardt Elementary	(916) 684-8213 (Caf)	Kathy Hartman	8900 Old Creek Drive	Elk Grove, 95758	2
Elk Grove Elementary	(916) 686-1730 (Caf)	OPEN	9373 Crowell Drive	Elk Grove, 95624	2
Elliott Ranch Elementary	(916) 685-0383 (Caf)	Roshni Kumar	10000 East Taron Drive	Elk Grove, 95758	2
Feickert Elementary	(916) 685-8867 (Caf)	Stephanie Rickett	9351 Feickert Drive	Elk Grove, 95624	2
Fite Elementary	(916) 689-3696 (Caf)	Olivia Lim	9561 Fite School Road	Sacramento, 95829	2
Florin Elementary	(916) 383-0924 (Caf)	Angie Tu	7300 Kara Drive	Sacramento, 95828	3
Foulks Ranch Elementary	(916) 683-2612 (Caf)	Hoda Elshamy	6211 Laguna Park Drive	Elk Grove, 95758	3
Franklin Elementary	(916) 684-8039 (Caf)	Kavita Lal	5401 Dorsey Drive	Elk Grove, 95757	2
Hein Elementary	(916) 690-8506 (Caf)	Frances Gray	6820 Bellaterra Drive	Elk Grove, 95757	2
Herburger Elementary	(916) 681-1207 (Caf)	Heba Elshamy	8670 Maranello Drive	Elk Grove, 95624	3
Jackson Elementary	(916) 688-5215 (Caf)	Sidelia Garcia	8351 Cutler Way	Sacramento, 95828	3
Kennedy Elementary	(916) 386-2841 (Caf)	Joyce Blair	7037 Briggs Drive	Sacramento, 95828	3
Kirchgater Elementary	(916) 688-8876 (Caf)	Dale Paoloni	8141 Stevenson Avenue	Sacramento, 95828	3
Leimbach Elementary	(916) 689-8064 (Caf)	Carla Tellez	8101 Grandstaff Drive	Sacramento, 95823	3
Mack Elementary	(916) 391-8536 (Caf)	Laura Gamboa	4701 Brookfield Drive	Sacramento, 95823	3
Markofer Elementary	(916) 686-8037 (Caf)	Linda Huffman	9759 Tralee Way	Elk Grove, 95624	2
McGarvey Elementary	(916) 793-3417(Caf)	Blanca Acevedo	4350 Sophistry Drive	Rancho Cordova, 95742	2
McKee Elementary	(916) 686-8474 (Caf)	Felicia Mattle	8701 Halverson Drive	Elk Grove, 95624	2
Mix Elementary	(916) 509-8855 (Caf)	Kim Miller	4730 Laguna Park Drive	Elk Grove, 95758	2
Morse Elementary	(916) 681-1383 (Caf)	Traci Sloan	7000 Cranleigh Avenue	Sacramento, 95823	2
Pleasant Grove Elementary	(916) 686-6704 (Caf)	Melissa Wagner Small	10160 Pleasant Grove School Road	Elk Grove, 95624	1
Prairie Elementary	(916) 391-9026 (Caf)	Yolanda Gutierrez	5251 Valley Hi Drive	Sacramento, 95823	3
Reese Elementary	(916) 391-9368 (Caf)	Cindy Riley	7600 Lindale Drive	Sacramento, 95828	3
Reith Elementary	(916) 421-1323 (Caf)	OPEN	8401 Valley Lark Drive	Sacramento, 95823	3
Sierra Elementary	(916) 383-0908 (Caf)	Judith De Castellanos	9115 Fruitridge Road	Sacramento, 95826	2
Sims Elementary	(916) 684-3860 (Caf)	Sheila Kirsten	3033 Buckminster Drive	Elk Grove, 95758	2
Stone Lake Elementary	(916) 683-2557 (Caf)	Jean Russell	9673 Lakepoint Drive	Elk Grove, 95758	2
Sunrise Elementary	(916) 985-8969 (Caf)	Toni Medeiros	11821 Cobble Brook Drive	Rancho Cordova, 95742	2
Takamoto Elementary	(916) 689-1020 (Caf)	Martha Raya	8737 Brittany Park Drive	Sacramento, 95828	3
Union House Elementary	(916) 424-5828 (Caf)	Saleshini Lata	7850 Deer Creek Drive	Sacramento, 95823	3
West Elementary	(916) 683-3494 (Caf)	Lynne Harper	8625 Serio Way	Elk Grove, 95758	3
Zehnder Ranch Elementary	(916) 831-2542 (Caf)	Patty Roubal	9880 Denali Circle	Elk Grove, 95757	2

Elk Grove Unified School District
Food Nutrition Services
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Appendix G

Food Service Locations

SECONDARY	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
Albiani Middle School	(916) 892-3524 (Caf)	Adrianna Casabar	9140 Bradshaw Road	Elk Grove, 95624	1
Cosumnes Oaks High School	(916) 892-2036 (Caf)	Maria Jacobo	9850 Lotz Parkway	Elk Grove, 95757	3
Eddy Middle School	(916) 892-2718 (Caf)	Guadalupe Flores	9329 Soaring Oaks Drive	Elk Grove, 95758	2
Elk Grove High School	(916) 892-3082 (Caf)	Helennia Raney	9800 Elk Grove-Florin Road	Elk Grove, 95624	2
Florin High School	(916) 793-2140 (Caf)	Christina Ortiz	7956 Cottonwood Lane	Elk Grove, 95828	3
Franklin High High School	(916) 714-8166 (Caf)	Barbara VanValkenburg	6400 Whitelock Parkway	Elk Grove, 95757	3
Harris Middle School	(916) 831-2348 (Caf)	Andenise Thomas	8691 Power Inn Road	Elk Grove, 95624	2
Jackman Middle School	(916) 393-2352 (Caf)	Jennifer Chacon	7925 Kentwal Drive	Sacramento, 95823	3
Johnson Middle School	(916) 892-3824 (Caf)	Lalita Singh	10099 Franklin High Road	Elk Grove, 95757	2
Kerr Middle School	(916) 892-2970 (Caf)	Tami Addison	8865 Elk Grove Blvd	Elk Grove, 95624	2
Laguna Creek High School	(916) 892-2805 (Caf)	Miriam Medina	9050 Vicino Drive	Elk Grove, 95758	3
Monterey Trail High School	(916) 831-2048 (Caf)	Ferial Choufani	8661 Power Inn Road	Elk Grove, 95624	3
Pinkerton Middle School	(916) 892-2245 (Caf)	OPEN	8365 Whitelock Parkway	Elk Grove, 95757	1
Pleasant Grove High School	(916) 892-3334 (Caf)	Olga Gatchel	9531 Bond Road	Elk Grove, 95624	2
Rutter Middle School	(916) 422-5143 (Caf)	Susan McCutcheon	7350 Palmer House Drive	Sacramento, 95828	2
Sheldon High School	(916) 892-2538 (Caf)	Tracy Garcia	8333 Kingsbridge Drive	Sacramento, 95829	3
Smedberg Middle School	(916) 892-2414 (Caf)	Bill Laney	8239 Kingsbridge Drive	Sacramento, 95829	3
Willie High School	(916) 793-3145 (Caf)	Juli Nasca	6300 Ehrhardt Avenue	Sacramento, 95823	3
CAFÉ/CENTRAL KITCHEN	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	WEEKLY DELIVERIES
CAFÉ EXPRESS	(916) 686-1409 (Kitchen)	Nina Maltese	9510 Elk Grove-Florin Road	Elk Grove, 95624	1
CENTRAL KITCHEN	(916) 686-7735 - 78107	Vivian Maltese	8389 Gerber Road	Sacramento, 95828	AS NEEDED

Elk Grove Unified School District
Food & Nutrition Services
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ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

The vendor who is awarded this contract will meet or exceed the following minimum requirements.

1. The District participates in the National School Lunch Program, School Breakfast Program and the Child and Adult Care Food Program and is required to ensure that food purchased, for use in school meals, meet the requirements of the Buy American Provision, which requires school food service authorities to purchase to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. The provision further defines "substantially" to mean over 51% from American products. (7 CFR Part 210.21(d))
2. All milk and dairy products must meet with the specifications of the Agricultural Code of the State of California. All products shall conform to the provisions set forth in the Federal, State, County and City laws for their production, handling, processing and labeling. Packages shall be so constructed as to insure safe transportation to point of delivery.
3. All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561.
4. Only certified coloring shall be used which meets the requirements of the US Pure Food and Drug Act.
5. Ability to provide locally-sourced fluid milk, free of antibiotics and the growth hormone rBST. For the purpose of this BID, locally-sourced is defined as milk from dairies within the state of California. Elk Grove Unified School District (District) prefers regionally sourced products whenever possible, which we have defined as within a 250 miles radius of Sacramento.
6. Ability to provide the name and location of the dairies the fluid milk is purchased from. For the purpose of this BID, "dairy" is defined as the location where the cows are raised and milked, not the address of a packing facility or aggregation point.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

7. All milk and dairy items shall be delivered to each school, as specified on Appendix G - Food Service Locations. Deliveries to the Central Kitchen will be on an "as-needed" basis. Delivery dates and times need to be arranged and approved by the FNS Director, prior to start of contract.
8. No product shall be delivered or accepted that does not provide at least 12 days of remaining shelf life. All milk and dairy items shall be delivered in a refrigerated vehicle, received at or below 40 degrees, to a refrigerated unit at each site, and properly rotated.
9. Any product that changes characteristics from the sweet, pleasing and desirable item specified and imparts an unpleasant aftertaste shall be considered stale. All stale products shall be picked up by the vendor and either replaced immediately or a credit issued, depending upon the urgency of the situation. If a product becomes stale due to improper refrigeration or over-ordering, it remains the responsibility of the District.
10. The District reserves the rights to cancel immediately any awarded contract that is determined by the School District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such condition to arise.
11. Dairy and milk product quantities delivered to the schools shall be determined by the cafeteria lead at the school location. Delivery schedules shall be adhered to.
12. The School District reserves the right to make additions to, or deletions from, the lists of schools to be served, with 30 days' notice during the term of the contract. Quantities listed in the BID are approximate for the contract period.
13. The School District reserves the right to add or delete related items from the contract, at any time during the period of the contract.
14. Prices are to be in effect July 1, 2021 to June 30, 2022. The contract shall be reviewed yearly and based on performance may be extended for additional two years at the district's discretion. An extension will be granted based on performance and competitive pricing of product.
15. Cartons must be coded at time of filing to identify last permissible day of use.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

16. Acceptable milk and dairy food cartons are: plastic coated paper cartons or plastic containers, free of milk residue. Containers must be conducive to EASY opening.
17. It is the intent of the District to award this BID aggregate. However, the District reserves the right to award by individual item if it is determined to be in the best interest of the District.
18. This BID shall be firm based on the cost or price of Class 1 Milk (Federal order price and premium) at the time of BID. Any subsequent change in the effective Class 1 price (Federal order and premium) shall result in a unit price adjustment, upward or downward, during the period of the contract.
19. Any subsequent changes in the effective price (Federal order class I premium) during any given time period when confirmed officially by the USDA milk market administrator shall be reflected by adjustment in the unit price at the beginning of the next given month. Price adjustments shall be made only on changes in cost of milk (Federal Order plus premium) and will be unit price adjusted based upon the price per cwt. of raw material. All price adjustments shall be submitted in writing to the Director of Food and Nutrition Services no later than thirty-days (30) prior to increase/decrease.

NOTE: This BID price shall be based on Class 1 Raw Milk pricing. (Market price at the time of the BID opening)
20. The District reserves the right to inspect the facilities of the successful bidder prior to award and at any time during the contract. All purveyor plants must be Federal or State inspected.
21. The District requires a high level of service and support from the awarded vendor. Vendor(s) will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.
22. Bidder must be able to provide an emergency order within 30 minutes of an order being placed.
23. All invoices for purchases made by Elk Grove Unified School District/Food and Nutrition Services will be sent to 8389 Gerber Road, Sacramento, CA 95828. Vendor must be able to service two entities at each school site with separate accounts.

Elk Grove Unified School District
Food & Nutrition Services
Dairy 701-20/21

ATTACHMENT A

SPECIAL INSTRUCTIONS AND CONDITIONS

24. The District's authorized agent, usually the Food and Nutrition Services lead, must sign all invoices.
25. Upon request, vendor must be able to furnish monthly or quarterly usage reports.
26. The department of Food and Nutrition Services upon request will supply a schedule of vacation days and holidays. School sites with limited refrigeration space may require deliveries three (3) or more times per week.
27. Failure to comply with any of the above requirements will be sufficient cause for cancellation of contract.

Elk Grove Unified School District
Food & Nutrition Services
#701 20/21 Dairy

ATTACHMENT #B

DAIRY BID QUESTIONS

Answer the following questions related to EGUSD's Dairy Bid Specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

Please describe your company's ability to provide the EGUSD with locally-sourced- fluid milk. What systems do you have in place for tracking locally-sourced products?

OUR MILK IS SOURCED FROM LOCAL DAIRIES WITHIN 50 MILES OF FRESNO, CA. ALL LOADS RECEIVED ARE LOGGED AND TESTED PRIOR TO PROCESSING. THIS MEETS LOCALLY SOURCED REQUIREMENT OF WITHIN 250 MILE RADIUS OF SACRAMENTO

Please describe how your company ensures that your business is environmentally sound with fair and humane animal practices.

WE SOURCE ONLY MILK FROM CERTIFIED DAIRIES / CDI COOP

ANNUAL 3RD PARTY AUDIT - SQF (CURRENT CERTIFICATE INCLUDED)

Please provide a brief statement of your company's qualifications for servicing EGUSD. Include information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist EGUSD in evaluating your application.

PRODUCERS DAIRY FOODS INC. HAS BEEN IN OPERATION SINCE 1932. WE SERVE CUSTOMERS IN ALL AREAS OF CALIFORNIA.
WE HAVE 11 REGIONAL BRANCH LOCATIONS
WE SERVE OVER 140 SCHOOL DISTRICTS IN CALIFORNIA

Mérieux NutriSciences

Mérieux NutriSciences Certification LLC
111 E. Wacker Dr., Ste 2300
Chicago, IL 60601
USA

Certificate Of Registration

Producers Dairy Foods Inc

250 East Belmont Avenue
Fresno, California, UNITED STATES, 93701

is registered as meeting the requirements of the

SQF Code for Manufacturing Edition 8.1

Certified HACCP Based Food Safety Plans
Comprehensive Quality Management System

Certification Details:

Date of Decision: Oct 8, 2020
Date of Audit: Aug 13, 2020
Certificate Number: 104280

Date of Expiry: May 8, 2021
Date of Next Audit: Feb 22, 2021
Audit Type: Re-Certification

Registration Schedule:

Scope of Registration (Food Sector Categories and Products)

- 10. Dairy Food Processing : buttermilk
- 10. Dairy Food Processing : cream
- 10. Dairy Food Processing : egg nog
- 10. Dairy Food Processing : flavored milk
- 10. Dairy Food Processing : ice cream mix
- 10. Dairy Food Processing : milk
- 10. Dairy Food Processing : sour cream
- 16. Ice, Drink, Beverage Processing : fruit drinks
- 16. Ice, Drink, Beverage Processing : fruit juice
- 16. Ice, Drink, Beverage Processing : tea
- 16. Ice, Drink, Beverage Processing : water



One world. One standard.

SQF Institute is a division of FMI.

JAS-ANZ



Z3720906AB



Tom Spooler

Janet Hume

Signature

Signature

Elk Grove Unified School District
 Food & Nutrition Services
 Dairy- #701-20/21

ATTACHMENT #B

DAIRY BID QUESTIONS

REFERENCES:

Three (3) School District or related Food Service Institution references are required, even if you have done business with our District in the past.

Company Name	Contact	Phone	Email
FRESNO USA	AMANDA HARVEY	(559) 457-6250	AMANDA.HARVEY@FRESNOUNIFIED. OR
CLOVIS USD	ROBERT SCHRAM	(559) 327-9130	ROBERT.SCHRAM@CUSD.COM
CERES USD	RHONDA WHITEHEAD	(209) 556-1590	R.WHITEHEAD@CERES.K12.CA.US

DISTRICT CONTACT:

Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Bidder Name: PRODUCERS DAIRY FOODS, INC.

Contact: PATRICK KELLY Title: SCHOOL ACCOUNTS MANAGER

Phone: (559) 351-9017 E-Mail: PATRICK.KELLY@PRODUCERSDAIRY.CO.



SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Lozano Smith, LLP, hereinafter referred to as "Contractor," dated July 1, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million, Eight Hundred Thousand Dollars (\$2,800,000) which represents an increase of \$800,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, In-House Counsel, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

By: _____

Rose Ramos
Chief Business Officer

By: _____

Jerome M. Behrens
Attorney at Law

Date

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: May 6, 2021

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated May 6, 2021
2. Classified Personnel Transactions Dated May 6, 2021

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A Aguilar, Superintendent</p>

Attachment 1: CERTIFICATED 5/6/2021

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
LEAVES							
AOUN	LORI	A	Principal, Elementary School	SUTTERVILLE ELEMENTARY SCHOOL	4/10/2021	6/30/2021	EXT LOA (PD) 4/10-6/30/21
BORRELLI	HILLARY	A	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	4/19/2021	6/17/2021	LOA (UNPD) FMLA/CFRA 4/19-6/17/21
BORRELLI	HILLARY	A	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	6/18/2021	6/30/2021	LOA RTN (UNPD) FMLA/CFRA 6/18/21
GILMORE	SUSAN	B	Director III, Adult Education	ADULT EDUCATION/SKILL CTR.	3/5/2021	5/5/2021	LOA (PD) FMLA/CFRA 3/5/21-5/5/21
HAWKINS	JACQUELYN	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	4/19/2021	6/30/2021	LOA (PD) 4/19-6/30/21
HERZFELDT	ALEXANDRE	A	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	4/19/2021	6/30/2021	LOA (PD) FMLA/CFRA 4/19-6/30/21
HURTADO	FRANCISCO	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	4/26/2021	5/28/2021	LOA (PD) FMLA/CFRA 4/26/21-5/28/21
INAMA	JACQUELINE	A	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	4/15/2021	5/15/2021	LOA (PD) FMLA/CFRA 4/15-5/15/21
JONES	FRANCHINE	A	Teacher, Parent/Preschool Ed	CHILD DEVELOPMENT PROGRAMS	4/20/2021	4/30/2021	EXT LOA (PD) FMLA/CFRA 4/20/21-4/30/20
KERR	JAMIE	B	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	4/22/2021	6/7/2021	LOA (PD) 4/22/21-6/7/21
KILEY	KATHRYN	A	Teacher, Elementary	NEW JOSEPH BONNHEIM	4/5/2021	6/1/2021	LOA (PD) 4/5-6/1/21
MACK	JARRAMIAH	A	Teacher, Elementary Spec Subj	NEW JOSEPH BONNHEIM	3/2/2021	6/7/2021	LOA (PD) MILITARY 3/2-6/7/21
NATALE	SANDRA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	4/1/2021	4/30/2021	EXT LOA (PD) 4/1-4/30/21
NGUYEN	PHUONG	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	4/23/2021	5/2/2021	EXT LOA (PD) 4/23-5/2/21
ORR	HANNAH	A	Resource Spec Tchr, SE, Elem	CALEB GREENWOOD ELEMENTARY	4/14/2021	6/18/2021	LOA (PD) FMLA/CFRA 4/14-6/18/21
PECK	STACI	A	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	4/8/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 4/8/21
PITTMAN	LINA	B	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	3/29/2021	5/24/2021	LOA (PD) 3/29-5/24/21
SANCHEZ	LEANA	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	3/25/2021	4/30/2021	LOA (PD) 3/25/21-4/30/21
SMOOTH	ALLEGRA	A	Teacher, Elementary	JOHN CABRILLO ELEMENTARY	3/27/2021	5/23/2021	LOA (PD) FMLA/CFRA 3/27-5/23/21
THOMPSON	BRITNEY	B	Teacher, K-8	MARTIN L. KING JR ELEMENTARY	4/26/2021	6/21/2021	LOA (PD) 4/26/21-6/21/21
TSOUSIS	NICKE	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	4/5/2021	5/21/2021	LOA (PD) 4/5-5/21/21
VALLE	IRENE	C	School Nurse	HEALTH SERVICES	4/5/2021	6/30/2021	LOA (UNPD) 4/5/21-6/30/21
VANG	BAO	B	Teacher, Elementary	WOODBINE ELEMENTARY SCHOOL	4/26/2021	6/30/2021	LOA (PD) 4/26-6/30/21

SEPARATE / RESIGN / RETIRE

BERTACCHI	CINDY	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	7/1/2020	6/18/2021	SEP/RETIRE 6/18/21
BONINI	JACQUALYNN	C	Director III, Child Developmnt	CHILD DEVELOPMENT PROGRAMS	7/1/2020	6/30/2021	SEP/RETIRE 6/30/21
EDWARDS	NANCY	A	Teacher, Resource, Special Ed.	JOHN BIDWELL ELEMENTARY	1/6/2021	2/9/2021	SEP/TERM 2/9/21
GAMBERG	KRISTINE	A	Program Specialist, Special Ed	SPECIAL EDUCATION DEPARTMENT	7/1/2020	4/1/2021	SEP/RESIGN 4/1/21
KLEIN	GARRY	A	Teacher, Resource, Special Ed.	SPECIAL EDUCATION DEPARTMENT	7/1/2020	6/18/2021	SEP/RETIRE 6/18/21
KLEIN	GARRY	A	Teacher, Resource, Special Ed.	SUCCESS ACADEMY	7/1/2020	6/18/2021	SEP/RETIRE 6/18/21

Attachment 2: CLASSIFIED 5/6/2021

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY-REEMPLY							
TORRES GARCIA	SANDRA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	3/22/2021	6/30/2021	EMPLOY PROB 1 3/22/21
BARAJAS	CYNTHIA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	4/5/2021	6/30/2021	EMPLOY PROB1 4/5/21
LEAVES							
ALVARADO	RACHEL	A	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	4/5/2021	6/30/2021	LOA (UNPD) PC 4/5/21-6/30/21
ARAMBEL	MAE	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	4/26/2021	6/17/2021	LOA (PD) FMLA/CFRA 4/26/21-6/17/21
ARAMBEL	MAE	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	6/18/2021	6/30/2021	LOA RTN 6/18/21
AVETISYAN	KARINE	A	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	4/5/2021	5/7/2021	LOA (UNPD) 4/5/21-5/7/21
AYALA	CYNTHIA	A	School Office Manager I	BRET HARTE ELEMENTARY SCHOOL	3/26/2021	6/17/2021	LOA (PD) FMLA/CFRA 3/26-6/17/21
CHARD	RACHEL	A	Manager II, Environmental Sust	FACILITIES MAINTENANCE	4/27/2021	5/31/2021	LOA RTN 4/27/21
CRUZ	MONICA	A	Customer Service Specialist	HUMAN RESOURCE SERVICES	4/12/2021	5/31/2021	EXT LOA PD HE/PD 4/12/21-5/30/21
DOUGLAS	YVETTE	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	4/2/2021	5/28/2021	EXT LOA (UNPD) 4/2/21-5/28/21
EUWING	JAMES	A	Custodian	WEST CAMPUS	3/23/2021	5/5/2021	LOA (UNPD) 3/23/21-5/5/21
GEORGE	KIMBERLY	A	Clerk II	SUTTERVILLE ELEMENTARY SCHOOL	4/21/2021	5/4/2021	LOA (PD) 4/21-5/4/21
GEORGE	KIMBERLY	A	Clerk II	SUTTERVILLE ELEMENTARY SCHOOL	5/5/2021	6/30/2021	LOA (UNPD) 5/5-6/30/21
HUYNH	ROBINSON	B	Medi-Cal Rmbrsmnt Prog Spclst	SPECIAL EDUCATION DEPARTMENT	3/27/2021	5/27/2021	LOA (PD) 3/27/21-5/27/21
LEACH	JENNIFER	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	3/9/2021	5/30/2021	LOA (UNPD) 3/9/21-6/18/21
OLIVARES	MOISES	A	Inst Aid, Spec Ed	CAROLINE WENZEL ELEMENTARY	4/5/2021	4/30/2021	LOA (PD) FMLA/CFRA 4/5-4/30/21
PENA	YOLANDA	A	Bus Driver	TRANSPORTATION SERVICES	4/2/2021	4/15/2021	EXT LOA (PD) 4/2-4/15/21
PENA	YOLANDA	A	Bus Driver	TRANSPORTATION SERVICES	4/16/2021	6/30/2021	LOA (PD) RTN 4/16/21
ROGERS	PHEBIE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	3/24/2021	5/22/2021	LOA (PD) 3/24-5/22/21
ROJAS	PATRICIA	A	Morning Duty	PACIFIC ELEMENTARY SCHOOL	4/13/2021	4/26/2021	LOA (PD) 4/13-26/21
ROJAS	PATRICIA	A	Noon Duty	PACIFIC ELEMENTARY SCHOOL	4/27/2021	5/10/2021	LOA (UNPD) 4/27-5/10/21
SEMNANI	ALI	B	Bus Driver	TRANSPORTATION SERVICES	4/15/2021	6/30/2021	LOA (PD) FMLA 4/15-6/30/21
TAN	LIYI	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	4/23/2021	6/30/2021	LOA (PD) FMLA 4/23-6/30/21
TORIZ DE MEDINA	MARIA	B	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	4/18/2021	6/27/2021	LOA (PD) 4/18/21-6/27/21
TORIZ DE MEDINA	MARIA	B	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	4/18/2021	6/27/2021	LOA (PD) 4/18/21-6/27/21
WELDON	KAYLA	B	School Office Manager I	THEODORE JUDAH ELEMENTARY	4/1/2021	5/13/2021	LOA (PD) 4/1-5/13/21
RE-ASSIGN/STATUS CHANGE							
BLOUNT	ALEXANDRIA	B	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	4/5/2021	6/30/2021	REA 4/5/21
RIVERA	SHAWN	B	Floor Supv, Central Kitchen	NUTRITION SERVICES DEPARTMENT	3/29/2021	6/30/2021	REA/STCHG 3/29/21
SEPARATE / RESIGN / RETIRE							
BISHOP	VIDA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	3/1/2021	4/30/2021	SEP/RESIGN 4/30/21
CARRILLO	ROSALVA		School Office Manager I	CALEB GREENWOOD ELEMENTARY	7/1/2020	2/8/2021	SEP/TERM 2/8/21
CHASTAIN	SARA	A	Inst Aid, Spec Ed	A. M. WINN - K-8	7/1/2020	4/5/2021	SEP/RESIGN 4/5/21
CHENEY	ANNETTE	A	Library Media Tech Asst	ABRAHAM LINCOLN ELEMENTARY	7/1/2020	6/17/2021	SEP/RETIRE 6/17/21
DERBY	DENAE	A	Child Dev Spec I	CHILD DEVELOPMENT PROGRAMS	7/1/2020	6/30/2021	SEP/RETIRE 6/30/21
FARINA	REGIS	A	Noon Duty	MATSUYAMA ELEMENTARY SCHOOL	1/1/2021	3/29/2021	SEPT/RETIRE 3/29/21
FLUELLEN	RACHEL	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/1/2021	4/14/2021	SEP/TERM 4/14/21
GREIDER	JEFFREY	B	Inst Aid, Spec Ed	JOHN BIDWELL ELEMENTARY	1/1/2021	2/26/2021	SEP/RESIGN 2/26/21
HERNANDEZ	MARA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/5/2020	4/14/2021	SEP/TERM 4/14/21
HUA	ANH	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	3/15/2021	4/6/2021	SEP/RESIGN 4/6/21
IRVING	JOAN	B	Noon Duty	JOHN BIDWELL ELEMENTARY	2/1/2021	4/9/2021	SEP/RESIGN 4/9/21
LUEVANO	ANDRES	A	Bus Driver	TRANSPORTATION SERVICES	7/1/2020	6/30/2021	SEP/RETIRE 6/30/21
MO	XIAOYING	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/1/2021	2/17/2021	SEP/RESIGN 2/17/21

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
THAO	CHOUA	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	9/3/2020	4/23/2021	SEP/RESIGN 4/23/21
THOMAS	CAPRICCIA	B	Clerk II	SUSAN B. ANTHONY ELEMENTARY	11/30/2020	6/17/2021	SEP/RESIGN 6/17/21
YANG	ROSEMARY	B	Clerk I	ELDER CREEK ELEMENTARY SCHOOL	9/1/2020	4/27/2021	SEP/RESIGN 4/27/21



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1c

Meeting Date: May 6, 2021

Subject: Approve Consolidated Application 2020-21 Winter Report

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

Department: State and Federal Programs

Recommendation: Approve the Consolidated Application (ConApp) 2020-21 Winter Report.

Background/Rationale: Districts in the State of California are required to submit a Consolidated Application (ConApp) for federally funded programs. The application is completed in multiple parts, including a Spring and Winter Report. The ConApp's Winter Report is a comprehensive financial report that reflects the utilization of federal funds the District receives. In addition, the Winter Report includes the allocation of federal entitlement funds and services to nonprofit private schools. Annually, Local School Boards are required to approve the application for funding page.

The District English Learner Advisory Committee (DELAC) reviewed and provided input on the ConApp on April 14, 2021.

In addition to the review of the ConApp, federal Every Student Succeeds Act (ESSA) regulations require annual approval of the updates to the LCAP Addendum Title III plan. This plan details how supplemental funding is utilized to support language instruction for English Learner and Immigrant students.

Financial Considerations: The Consolidated Application Winter report contains information about Title I, Title II, Title III and Title IV funding for the 2020-21 school year. The following allocations were reported in the Winter ConApp:

- Title I: \$19,886,817
- Title II: \$2,249,021
- Title III English Learner: \$859,602
- Title III Immigrant: \$120,300

LCAP Goal(s): College and Career Ready Students; Safe, Clean and Healthy Schools; and Family & Community Engagement

Documents Attached:

1. Consolidated Application (ConApp) 2020-21 Winter Report

Estimated Time of Presentation: N/A

Submitted by: Vincent Harris, Chief of Continuous Improvement and Accountability, and Dr. Kelley Odipo, Director, State & Federal Programs

Approved by: Jorge Aguilar, Superintendent



Consolidated Application
2020-21
Winter Report

State and Federal Programs
916-643-9051



Consolidated Application 2020-21 Winter Report

Fiscal Year 2018-19

Title I, Part A LEA Closeout Report

Title III, English Learner Year to Date Expenditure Report, 27 Months

Title III, Immigrant Year to Date Expenditure Report, 27 Months

2018-19 Title I, Part A LEA Closeout Report

Report fiscal year (FY) expenditures to determine 2018-19 Title I, Part A unspent funds.

Note Due to the COVID-19 Federal Funding Flexibility Waiver, approved on April 21, 2020, the period of availability of funds in Section 421(b) of the General Education Provisions Act extends the period of availability of FY 2018-19 funds until September 30, 2021.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

2018-19 Reported Carryover

2018-19 Title I, Part A LEA available allocation	\$19,572,614
Expenditures through September 30, 2019	\$16,640,106
Carryover as of September 30, 2019	\$2,932,508
Amount of funds CDE invoiced the LEA, if applicable	\$0
Adjusted carryover amount	\$2,932,508

2018-19 Final Expenditures

2018-19 Expenditures as of September 30, 2020 (Including liquidation of obligations not later than 90 days after September 30, 2020)	\$2,932,508
Amount of unspent funds	\$0

*****Warning*****

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2018-19 Title III Immigrant YTD Expenditure Report, 27 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2018 through September 30, 2020.

Note: The period of availability of 2018-19 funds has been extended until September 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III immigrant student program allocation	\$109,955
Transferred-in amount	\$0
2018-19 Total allocation	\$109,955
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$53,771
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$30,205
4000-4999 Books and supplies	\$21,244
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,735
Total year-to-date expenditures	\$109,955
2018-19 Unspent funds	\$0
Note: LEAs have until September 30, 2021 to spend 2018-19 funds and to file a closeout report thereafter.	

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 27 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2018 through September 30, 2020.

Note: The period of availability of 2018-19 funds has been extended until September 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III EL student program allocation	\$877,526
Transferred-in amount	\$0
2018-19 Total allocation	\$877,526
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$566,407
2000-2999 Classified personnel salaries	\$473
3000-3999 Employee benefits	\$260,727
4000-4999 Books and supplies	\$17,148
5000-5999 Services and other operating expenditures	\$15,565
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$17,206
Total year-to-date expenditures	\$877,526
2018-19 Unspent funds	\$0
Note: LEAs have until September 30, 2021 to spend 2018-19 funds and to file a closeout report thereafter.	

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Consolidated Application 2020-21 Winter Report

Fiscal Year 2019-20

Title I, Part A LEA Carryover

Title III English Learner Year to Date Expenditure Report, 18 Months

Title III Immigrant Year to Date Expenditure Report, 18 Months

2019-20 Title I, Part A LEA Carryover

Report only expenditures and obligations for fiscal year (FY) 2019-20 allocation to determine funds to be carried over.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeros@cdede.ca.gov, 916-323-0472

Carryover Calculation

2019-20 Title I, Part A LEA allocation	\$19,149,925
Transferred-in amount	\$0
2019-20 Title I, Part A LEA available allocation	\$19,149,925
Expenditures and obligations through September 30, 2020	\$18,418,875
Carryover as of September 30, 2020	\$731,050
Carryover percent as of September 30, 2020	3.82%

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2019-20 Title III English Learner YTD Expenditure Report, 18 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through December 31, 2020.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	\$887,913
Transferred-in amount	\$0
2019-20 Total allocation	\$887,913
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$225,642
2000-2999 Classified personnel salaries	\$119
3000-3999 Employee benefits	\$111,791
4000-4999 Books and supplies	\$7,709
5000-5999 Services and other operating expenditures	\$6,133
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$17,312
Total year-to-date expenditures	\$368,706
2019-20 Unspent funds	\$519,207

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2019-20 Title III Immigrant YTD Expenditure Report, 18 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through December 31, 2020.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III Immigrant student program allocation	\$116,788
Transferred-in amount	\$0
2019-20 Total allocation	\$116,788
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$70,286
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$38,808
4000-4999 Books and supplies	\$2,252
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$5,442
Total year-to-date expenditures	\$116,788
2019-20 Unspent funds	\$0

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Consolidated Application 2020-21 Winter Report

Fiscal Year 2020-21

**Certification of Assurance
Protected Prayer Certification
LCAP Federal Addendum Certification
Application for Funding
Federal Transferability
Title I, Part A Nonprofit Private School Low Income Count
Title I, Part A School Student Counts
Title I, Part A Nonprofit Private School Equitable Services Reservations
Title I, Part A LEA Allocation and Reservations
Title I, Part A School Allocations
Title I, Part A Notification of Authorization of School-wide Program
Title II, Part A/Title III Nonprofit Private School Participation
Title II, Part A LEA Allocations
Title III English Learner LEA Allocations and Reservations
Title III English Learner Year to Date Expenditure Report, 6 Months
Title III Immigrant LEA Allocations and Reservations
Title III Immigrant Year to Date Expenditure Report, 6 Months
Title IV, Part A Nonprofit Private School Participation
Title IV, Part A LEA Allocations
Consolidation of Administrative Funds**

2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Jorge A. Aguilar
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/20/2020

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, FRozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jorge Aguilar
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/20/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2020-21 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District	08/22/2018
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Jorge A. Aguilar
Authorized Representative's Title	Superintendent

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/20/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Llova Ayala
DELAC review date	08/18/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.scusd.edu/district-english-learner-advisory-committee-delac
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC did not have a quorum and did not feel comfortable with reviewing the application.

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2020-21 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963
 Kevin Donnelly, Rural Education and Student Support Office, KDonnelly@cde.ca.gov, 916-319-0942

Title II, Part A Transfers

2020-21 Title II, Part A allocation	\$2,249,021
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2020-21 Title II, Part A allocation after transfers out	\$2,249,021

Title IV, Part A Transfers

2020-21 Title IV, Part A allocation	\$1,435,181
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2020-21 Title IV, Part A allocation after transfers out	\$1,435,181

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California Department of Education

Sacramento City Unified (34 67439 0000000)

Consolidated Application

Status: Certified

Saved by: Kelley Odipo

Date: 2/24/2021 8:05 PM

2020–21 Title I, Part A Nonprofit Private School Low Income Count

The local educational agency (LEA) shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
 Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	School Added
Aldar Academy	6937999	67	Y	11	Y
Camellia Waldorf	7069230	105	N		N
Capital Christian School	6902019	507	N		N
Christian Brothers High School	6938047	1150	N		N
Cristo Rey High School	6132963	350	Y	197	N
Holy Spirit Parish School	6976393	280	N		N
Odyssey Learning Center	6914246	104	Y	2	Y
Our Lady of the Assumption School	6976450	273	Y	1	Y
Presentation of the Blessed Virgin Mary School	6976492	175	Y	6	Y
Sacramento Adventist Academy	6938195	292	Y	2	Y

Warning

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2020–21 Title I, Part A Nonprofit Private School Low Income Count

The local educational agency (LEA) shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

School Name	School Code	Enrollment	Participating	Low Income Student Count	School Added
Saint Mary School	6976625	259	N		N
Shalom School	6904395	62	Y	1	Y
St. Charles Borromeo	6976567	170	Y	10	Y
St. Francis Catholic High School	6938252	1081	N		N
St. Francis of Assisi Elementary School	6976575	286	N		N
St. Ignatius School	6976583	333	Y	5	Y
St. John the Evangelist	6976591	210	N		Y
St. Mel	6976633	196	Y	1	Y
St. Patrick SUCCEED Academy	6976641	168	Y	56	N
St. Philomene	6976658	107	Y	1	Y
St. Robert Catholic School	6976666	197	Y	24	N
Trinity Christian School	6902035	173	Y	2	Y

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2020–21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School ranking options

Within the LEA

Select the highest to lowest school ranking method

Select a low income measure

FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students ages 5-17 counts, were pre-populated with PRIOR year (Fiscal Year 2019–2020) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
A. M. Winn Waldorf-Inspired	6033765	K	8	1	375	252
Abraham Lincoln Elementary	6099808	K	6	1	554	461
Albert Einstein Middle	6059273	7	8	2	781	572
Alice Birney Waldorf-Inspired	6034078	K	8	1	517	200
American Legion High (Continuation)	3430154	9	12	3	136	119
Arthur A. Benjamin Health Professions High	0108951	9	12	3	212	169
Bowling Green Elementary	6033799	K	6	1	795	742

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2020-21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
Bret Harte Elementary	6033807	K	6	1	246	218
C. K. McClatchy High	3435419	9	12	3	2,316	1,345
Caleb Greenwood Elementary	6033815	K	6	1	530	133
California Middle	6059281	7	8	2	948	597
Camellia Elementary	6033823	K	6	1	436	374
Capital City Independent Study	3430519	K	12	3	325	287
Caroline Wenzel Elementary	6033831	K	6	1	315	256
Cesar Chavez Intermediate	6119440	4	6	1	357	341
Crocker/Riverside Elementary	6034243	K	6	1	665	124
David Lubin Elementary	6033880	K	6	1	530	257
Earl Warren Elementary	6033906	K	6	1	444	418
Edward Kemble Elementary	6033914	K	3	1	565	515
Elder Creek Elementary	6033930	K	6	1	803	746
Ethel I. Baker Elementary	6033948	K	6	1	608	563
Ethel Phillips Elementary	6033955	K	6	1	477	446
Father Keith B. Kenny	6110662	K	6	1	341	302
Fern Bacon Middle	6059307	7	8	2	741	649
Genevieve Didion	6096168	K	8	1	581	175
George Washington Carver School of Arts and Science	0101899	9	12	3	260	114

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California Department of Education

Sacramento City Unified (34 67439 0000000)

Consolidated Application

Status: Certified
 Saved by: Kelley Odjipo
 Date: 2/24/2021 8:05 PM

2020-21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
Golden Empire Elementary	6097083	K	6	1	601	420
H. W. Harkness Elementary	6033997	K	6	1	336	300
Hiram W. Johnson High	3434636	9	12	3	1,572	1,260
Hollywood Park Elementary	6034003	K	6	1	329	265
Hubert H. Bancroft Elementary	6034011	K	6	1	430	256
Isador Cohen Elementary	6034029	K	6	1	275	217
James Marshall Elementary	6096150	K	6	1	388	304
John Bidwell Elementary	6034045	K	6	1	267	245
John Cabrillo Elementary	6034052	K	6	1	346	308
John D. Sloat Elementary	6034060	K	6	1	279	260
John F. Kennedy High	3434768	9	12	3	2,115	1,287
John H. Still	6059323	K	8	1	952	838
John Morse Therapeutic Center	0113209	3	8	1	44	38
Kit Carson International Academy	6061832	7	12	3	581	408
Leataata Floyd Elementary	6034037	K	6	1	319	311
Leonardo Da Vinci	6059315	K	8	1	854	318
Luther Burbank High	3431012	9	12	3	1,579	1,331
Mark Twain Elementary	6034136	K	6	1	297	267
Martin Luther King, Jr.	6107239	K	8	1	406	312
Matsuyama Elementary	6111389	K	6	1	575	291

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2020-21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
New Joseph Bonnheim (NJB) Community Charter	0131136	K	6	1	307	252
New Technology High	0101881	9	12	3	167	109
Nicholas Elementary	6034169	K	6	1	618	588
O. W. Erlwine Elementary	6034177	K	6	1	282	176
Oak Ridge Elementary	6034185	K	6	1	483	446
Pacific Elementary	6034193	K	6	1	705	625
Parkway Elementary	6034201	K	6	1	528	503
Peter Burnett Elementary	6034219	K	6	1	460	427
Phoebe A. Hearst Elementary	6034227	K	6	1	678	118
Pony Express Elementary	6034235	K	6	1	399	266
Rosa Parks Elementary	6059299	K	8	1	794	686
Rosemont High	0101972	9	12	3	1,318	887
Sam Brannan Middle	6059356	7	8	2	449	368
School of Engineering & Sciences	0114546	7	12	3	536	378
Sequoia Elementary	6034250	K	6	1	390	263
Success Academy	6117097	4	8	2	0	0
Susan B. Anthony Elementary	6071336	K	6	1	330	273
Sutter Middle	6066690	7	8	2	1,193	538
Sutterville Elementary	6034276	K	6	1	481	184
Tahoe Elementary	6034284	K	6	1	356	291

Warning

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2020-21 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
The MET	0101907	9	12	3	272	142
Theodore Judah Elementary	6034292	K	6	1	510	167
Washington Elementary	0133777	K	6	1	298	180
West Campus	3430865	9	12	3	829	476
Will C. Wood Middle	6059364	7	8	2	742	672
William Land Elementary	6034326	K	6	1	416	237
Woodbine Elementary	6034334	K	6	1	314	301

****Warning****
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2020–21 Title I, Part A Nonprofit Private School Equitable Services Reservations

The purpose of this data collection is to calculate the Title I, Part A nonprofit private school equitable services proportional share allocation and report nonprofit private school reservations.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit private school low income students	319
Total participating public and nonprofit private school low income students	27,155
Percent of nonprofit private school low income students for equitable service calculation	1.17%

Title I, Part A LEA Allocation

2020–21 Title I, Part A LEA allocation	\$20,122,247
Nonprofit private school equitable services proportional share amount	\$235,430

Equitable Services Required Reservations

Minimum parent and family engagement reservation (If the LEA allocation is greater than \$500,000, then the minimum parent and family engagement equals 1% of the nonprofit private school equitable services proportional share amount.)	\$2,354
Parent and family engagement	\$2,354

Equitable Services Authorized Reservations

Other authorized activities	\$8,597
Indirect cost reservation	
Administrative reservation	\$26,718

Reservation Summary

Total equitable services required and authorized reservations	\$37,669
Amount available for direct equitable services	\$197,761

*****Warning*****

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2020–21 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Rina DeRose, Title I Policy, Program, and Support Office, RDeros@cde.ca.gov, 916-323-0472

2020–21 Title I, Part A LEA allocation (+)	\$20,122,247
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$235,430
2020–21 Title I, Part A LEA available allocation	\$19,886,817

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$198,868
School parent and family engagement	\$178,983
LEA parent and family engagement	\$421,820
* Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	\$0
* Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$161,872

Authorized Reservations

Public school Choice transportation	\$46,000
Other authorized activities	\$9,330,691
2020–21 Approved indirect cost rate	3.79%
Indirect cost reservation	\$726,188
Administrative reservation	\$2,256,835

Reservation Summary

Total LEA required and authorized reservations	\$12,943,406
School parent and family engagement reservation	\$178,983
Amount available for Title I, Part A school allocations	\$6,764,428

*****Warning*****

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2020-21 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
 Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2020-21 Title II, Part A allocation	\$2,249,021
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Allocation after transfers	\$2,249,021
Repayment of funds	
2020-21 Total allocation	\$2,249,021
Administrative and indirect costs	\$82,125
Equitable services for nonprofit private schools	\$236,599
2020-21 Title II, Part A adjusted allocation	\$1,930,297

*****Warning*****

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2020–21 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

CDE Program Contact:

Lana Zhou, Title I Policy, Program, and Support Office, LZhou@cde.ca.gov, 916-319-0956
 Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
A. M. Winn Waldorf-Inspired	6033765	Y	70%	05/27/1999		
Abraham Lincoln Elementary	6099808	Y	87%	04/15/2004		
Albert Einstein Middle	6059273	Y	70%	06/17/2004		
Alice Birney Waldorf-Inspired	6034078	N				
American Legion High (Continuation)	3430154	Y	92%	01/10/2013		
Arthur A. Benjamin Health Professions High	0108951	Y	74%	01/10/2013		
Bowling Green Elementary	6033799	Y	93%	11/05/1996		
Bret Harte Elementary	6033807	Y	89%	11/05/1996		
C. K. McClatchy High	3435419	Y	58%	11/17/2003		
Caleb Greenwood Elementary	6033815	N				
California Middle	6059281	Y	64%	04/15/2004		
Camellia Elementary	6033823	Y	88%	04/15/2004		
Capital City Independent Study	3430519	Y	82%	01/10/2013		
Caroline Wenzel Elementary	6033831	Y	84%	05/18/2006		
Cesar Chavez Intermediate	6119440	Y	84%	06/17/2004		
Crocker/Riverside Elementary	6034243	N				

*****Warning*****

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2020–21 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
David Lubin Elementary	6033880	Y	46%	04/15/2004		
Earl Warren Elementary	6033906	Y	93%	11/05/1996		
Edward Kemble Elementary	6033914	Y	89%	11/05/1996		
Elder Creek Elementary	6033930	Y	94%	11/05/1996		
Ethel I. Baker Elementary	6033948	Y	98%	11/05/1996		
Ethel Phillips Elementary	6033955	Y	95%	11/05/1996		
Father Keith B. Kenny	6110662	Y	92%	11/05/1996		
Fern Bacon Middle	6059307	Y	96%	09/19/1997		
Genevieve Didion	6096168	N				
George Washington Carver School of Arts and Science	0101899	Y	47%	07/16/2015		
Golden Empire Elementary	6097083	Y	69%	06/17/2004		
H. W. Harkness Elementary	6033997	Y	90%	11/05/1996		11/04/2016
Hiram W. Johnson High	3434636	Y	76%	06/27/2004		11/04/2016
Hollywood Park Elementary	6034003	Y	83%	01/10/2013		
Hubert H. Bancroft Elementary	6034011	Y	55%	07/16/2015		
Isador Cohen Elementary	6034029	Y	83%	04/15/2004		
James Marshall Elementary	6096150	Y	82%	04/15/2004		
John Bidwell Elementary	6034045	Y	92%	07/12/2004		
John Cabrillo Elementary	6034052	Y	90%	04/15/2004		

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2020-21 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
John D. Sloat Elementary	6034060	Y	90%	11/05/1996		11/04/2016
John F. Kennedy High	3434768	Y	60%	06/27/2004		
John H. Still	6059323	Y	86%	11/05/1996		11/04/2016
John Morse Therapeutic Center	0113209	Y	93%	01/10/2013		
Kit Carson International Academy	6061832	Y	73%	09/19/1997		
Leataata Floyd Elementary	6034037	Y	99%	11/05/1996		11/04/2016
Leonardo Da Vinci	6059315	N				
Luther Burbank High	3431012	Y	86%	05/09/2000		
Mark Twain Elementary	6034136	Y	92%	11/05/1996		
Martin Luther King, Jr.	6107239	Y	80%	01/10/2013		
Matsuyama Elementary	6111389	Y	51%	06/25/2020		
New Joseph Bonnheim (NJB) Community Charter	0131136	Y	76%	07/16/2015		
New Technology High	0101881	Y	65%	01/10/2013		
Nicholas Elementary	6034169	Y	96%	11/05/1996		
O. W. Erlewine Elementary	6034177	Y	63%	06/17/2004		
Oak Ridge Elementary	6034185	Y	95%	11/05/1996		
Pacific Elementary	6034193	Y	90%	11/15/1996		
Parkway Elementary	6034201	Y	96%	11/05/1996		11/04/2016
Peter Burnett Elementary	6034219	Y	86%	11/05/1996		

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2020-21 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
Phoebe A. Hearst Elementary	6034227	N				
Pony Express Elementary	6034235	Y	63%	06/17/2004		
Rosa Parks Elementary	6059299	Y	94%	05/27/1999		
Rosemont High	0101972	Y	67%	06/27/2004		
Sam Brannan Middle	6059356	Y	79%	11/03/2005		
School of Engineering & Sciences	0114546	Y	69%	01/10/2013		
Sequoia Elementary	6034250	Y	67%	06/17/2004		
Success Academy	6117097	N				
Susan B. Anthony Elementary	6071336	Y	84%	11/05/1996		11/04/2016
Sutter Middle	6066690	Y	45%	06/16/2016		
Sutterville Elementary	6034276	N				
Tahoe Elementary	6034284	Y	82%	11/05/1996		
The MET	0101907	Y	60%	07/16/2015		
Theodore Judah Elementary	6034292	N				
Washington Elementary	0133777	Y	63%	06/16/2016		
West Campus	3430865	Y	58%	01/10/2013		
Will C. Wood Middle	6059364	Y	94%	11/05/1996		
William Land Elementary	6034326	Y	55%	11/05/1996		
Woodbine Elementary	6034334	Y	95%	11/05/1996		

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2020-21 Title II, Part A / Title III Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

CDE Program Contact:

Geeta Rezvani , Title II / Standards Implementation Support Office, GRezvani@cde.ca.gov, 916-323-5595
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Camellia Waldorf	7069230	105	N	N	N	N

Warning

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2020-21 Title II, Part A / Title III Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Capital Christian School	6902019	507	Y	N	N	N
Christian Brothers High School	6938047	1150	Y	N	N	N
Cristo Rey High School	6132963	350	Y	N	N	N
Holy Spirit Parish School	6976393	280	N	N	N	N
Saint Mary School	6976625	259	Y	N	N	N
St. Francis Catholic High School	6938252	1081	Y	N	N	N
St. Francis of Assisi Elementary School	6976575	286	Y	N	N	N
St. Patrick SUCCEED Academy	6976641	168	Y	N	N	N
St. Robert Catholic School	6976666	197	Y	N	N	N

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2020-21 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
 Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2020-21 Title II, Part A allocation	\$2,249,021
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Allocation after transfers	\$2,249,021
Repayment of funds	
2020-21 Total allocation	\$2,249,021
Administrative and indirect costs	\$82,125
Equitable services for nonprofit private schools	\$236,599
2020-21 Title II, Part A adjusted allocation	\$1,930,297

*****Warning*****

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2020-21 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for Title III English Learner (EL) student program, and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2020-21 Title III EL student program allocation	\$859,602
Transferred-in amount	\$0
Repayment of funds	
2020-21 Total allocation	\$859,602

Allocation Reservations

Professional development activities	\$725,000
Program and other authorized activities	\$25,000
English proficiency and academic achievement	\$65,000
Parent, family, and community engagement	\$13,213
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$31,389
Total allocation reservations	\$859,602

*****Warning*****

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2020-21 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through December 31, 2020.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III EL student program allocation	\$859,602
Transferred-in amount	\$0
2020-21 Total allocation	\$859,602
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$0
2020-21 Unspent funds	\$859,602

*****Warning*****

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2020-21 Title III Immigrant LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for Title III Immigrant student program and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2020-21 Title III Immigrant student program allocation	\$120,300
Transferred-in amount	\$0
Repayment of funds	
2020-21 Total allocation	\$120,300

Allocation Reservations

Authorized activities	\$115,907
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,393
Total allocation reservations	\$120,300

*****Warning*****

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2020-21 Title III Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through December 31, 2020.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III immigrant student program allocation	\$120,300
Transferred-in amount	\$0
2020-21 Total allocation	\$120,300
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$39,133
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$21,607
4000-4999 Books and supplies	\$1,254
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$3,030
Total year-to-date expenditures	\$65,024
2020-21 Unspent funds	\$55,276

*****Warning*****

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2020-21 Title IV, Part A Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel for the Title IV, Part A program.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , KDonnelly@cde.ca.gov, 916-319-0942

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title IV, Part A Student Support Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

School Name	School Code	Enrollment	Title IV, Part A Participation	School Added
Aldar Academy	6937999	67		Y
Camellia Waldorf	7069230	105	N	N
Capital Christian School	6902019	507	N	N
Christian Brothers High School	6938047	1150	N	N
Cristo Rey High School	6132963	350	N	N
Holy Spirit Parish School	6976393	280	N	N
Odyssey Learning Center	6914246	104		Y
Our Lady of the Assumption School	6976450	273		Y
Presentation of the Blessed Virgin Mary School	6976492	175		Y
Sacramento Adventist Academy	6938195	292		Y

*****Warning*****

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2020-21 Title IV, Part A Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel for the Title IV, Part A program.

School Name	School Code	Enrollment	Title IV, Part A Participation	School Added
Saint Mary School	6976625	259	Y	N
Shalom School	6904395	62		Y
St. Charles Borromeo	6976567	170	N	Y
St. Francis Catholic High School	6938252	1081	N	N
St. Francis of Assisi Elementary School	6976575	286	N	N
St. Ignatius School	6976583	333		Y
St. John the Evangelist	6976591	210		Y
St. Mel	6976633	196		Y
St. Patrick SUCCEED Academy	6976641	168	N	N
St. Philomene	6976658	107		Y
St. Robert Catholic School	6976666	197	Y	N
Trinity Christian School	6902035	173	N	Y

*****Warning*****
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2020-21 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title IV, Part A and to report reservations.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , KDonnelly@cde.ca.gov , 916-319-0942

2020-21 Title IV, Part A LEA allocation	\$1,435,181
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
2020-21 Title IV, Part A LEA available allocation	\$1,435,181
Indirect cost reservation	\$51,359
Administrative reservation	\$28,703
Equitable services for nonprofit private schools	\$147,954
2020-21 Title IV, Part A LEA adjusted allocation	\$1,207,165

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:

Jonathan Feagle, Fiscal Oversight and Support Office, JFeagle@cde.ca.gov, 916-323-8515

Title I, Part A Basic SACS Code 3010	No
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	No
Title III English Learner Students - 2% maximum SACS Code 4203	No
Title III Immigrant Students SACS Code 4201	No
Title IV, Part A Student Support - 2% maximum SACS Code 4127	No
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



Consolidated Application 2020-21 Winter Report

LCAP Addendum Title III Plan

**Title III Professional Development
Enhanced Instructional Opportunities
Title III Program and Activities
English Proficiency and Academic Achievement**

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Sacramento City Unified School District

CDS code:

34 67439 0000000

Link to the LCAP:

(optional)

<https://www.scusd.edu/draft-lcap-19-20>

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

TITLE I, PART A

TITLE II, PART A

TITLE III, PART A

TITLE IV, PART A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD will provide ongoing, EL-specific professional learning opportunities to district leadership, principals and teachers. These opportunities are followed with job-embedded coaching, a research-based practice that increases the implementation of new learning.

Professional learning for teachers and instructional support staff will focus on the effective classroom implementation of integrated and designated ELD, using the newly adopted, standards-based ELA/ELD materials as a resource.

Teachers have the opportunity to learn new information on standards-based instruction and making core instruction comprehensible for ELs in a variety of ways: district workshops; collaborative planning time with training specialists (coaches), watching model lessons, engaging in lesson study, etc. However, new information is followed by job-embedded support, expectations for progress and some measurement of implementation. Teachers are also receiving ongoing professional learning on Universal Design for Learning (UDL) as a framework for tier 1 instruction for all students. UDL is designed to meet the needs of diverse students with diverse learning needs, including EL students.

Professional learning for *principals* will also focus on the effective implementation of ELD and UDL, but through a leader's lens:

- developing an understanding of integrated and designated ELD and UDL as tier 1 instruction.
- knowing what both types of ELD look like in the classroom
- supporting teachers to provide effective ELD and effective tier 1 instruction using UDL.
- monitoring progress in implementation

and will include opportunities for walkthroughs, video discussions, etc. Once evidence is collected, principals, instructional assistant superintendents and other district leadership participate in structured role-alike discussions, in which they review the evidence, discuss possible change ideas and implement improvement science to support continuous improvement.

District leadership will engage in professional learning that focuses on supporting principals in making ELD and UDL implementation more effective at their sites. This includes providing content that is parallel to the principals' and understanding the expectation of site administrators under EL law.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Our focus is on providing secondary newcomers (Immigrants) an increasing course selection that contains courses tailored to the need of newcomers. All secondary immigrant students receive access to the core by virtue of being scheduled into standards-based core courses taught by teachers who are authorized to differentiate instruction for ELs and to teach ELD. However, in schools where newcomer populations are sufficient to constitute their own cohort, we use Title III Immigrant funding to provide specialized courses, written specifically for students who have been in US schools for fewer than 2 years and staffed at a lower teacher: student staffing ratio than all other courses: 20:1 rather than 34:1. The specialized ELD courses which we are phasing in are US History, Government, Economics, Biology, Chemistry, Physics and Integrated Math 1. All newcomers will have a beginner ELD class or classes and may be enrolled in one or more of the specialized ELD courses. Title III funding will be used to reduce class size to 20:1.

Title III funding is also used to support additional tutoring for newcomers by classroom teachers.

The Matriculation and Orientation Center is specifically designed to support the parents of English learners through interpretation/translation of district-wide and school-wide documents and in the open enrollment process, participation in Board Meetings, DAC, CAC and DELAC, etc. for five languages (Spanish, Hmong, Cantonese, Vietnamese and Russian). Many newcomers speak languages other than our "Big 5," so Title III funding is used to provide interpretation and translation, especially of foreign transcripts, so students can maximize the classes they've already completed in their country of origin.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD provides a comprehensive educational program for English learners. Our systems for identifying, assessing, assigning instructional programs, monitoring and reclassifying are all in place; Therefore, Title III provides supplemental funding to enrich student's core program. The goals and activities of the EL program result from the needs assessment which is based on the analysis of multiple sources of data, predominantly student achievement data, by a variety of stakeholders. For example, the last time we were able to assess ELs' progress on CA's annual language proficiency exam, only 51% of SCUSD's ELs met expected progress. This led to our current focus, a coherent program of English language development using new, standards-based ELA/ELD materials adoption. Providing professional development on using effective ELD pedagogy with their new materials to classroom teachers in grades K-6 and English/ELD teachers in grades 7-12 is a primary focus. This professional development effort is carried out largely with Title III-funded instructional coaches who provide job-embedded coaching for teachers and principals in schools with high EL populations. The

results of the ELPAC, the district's interim, curriculum-embedded assessments, teacher and principal surveys, and ELD implementation rubrics will be used to measure the effectiveness of our supplemental support to EL's educational programs. This is one example of how our district implements, administers, monitors and assesses supplemental services provided by Title III.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district focus for English learners is on the effective classroom implementation of integrated and designated ELD, using the newly adopted, standards-based ELA/ELD materials as a resource. Our new adoption provides standards-based materials for the first time since the Common Core and CA ELD Standards were adopted.

In order to support adults in making the positive change for EL students outlined above, the majority of our Title III funding is focused on adult professional development—for teachers, principals, district leadership and parents. The professional development is ongoing; nearly all occurs in a cycle in which a new practice is implemented, reviewed (data), revised, and implemented again.

Additionally, all content area initiatives include English learner needs from the onset because the Academic Office has aligned their efforts to support this important group.

In grades K-12, the focus is on supporting classroom teachers and principals with the ELD materials for integrated and designated ELD from the adoption and providing job-embedded coaching to support effective implementation using Title III-funded instructional coaches.

In grades 9-12, an additional focus is on providing newcomer courses, designed especially to support their language learning needs while providing core instruction that will allow them to earn credits and graduate from high school, a-g ready. This year, we are implementing ELD support classes (a double period for newcomers) and ELD US History. Next year, we'll phase in ELD Biology and ELD Math I.

We are currently studying a pilot project for Long Term ELS (LTELs). Title III funding has paid for the teacher's extra time with a data analyst and some materials for the experimental course. If successful, Title III funding will be used to grow the model.

Title III also supports our State Seal of Biliteracy recipients and younger students enrolled in bilingual pathways.

We expect the percentage of our students making annual expected progress in English language proficiency to rise by 10 percentage points. We expect the percentage of students reclassified to rise by 9 percentage points. We expect to establish the baseline percentage of students performing at grade level based on ELA interim assessments when assessments are first administered next year.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1d

Meeting Date: May 6, 2021

Subject: Approve Minutes of the April 8, 2021, Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the April 8, 2021, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the April 8, 2021, Board of Education Regular Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, April 8, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

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

MINUTES

2020/21-31

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

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

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

Members Present:

*President Christina Pritchett
Second Vice President Darrel Woo
Leticia Garcia
Lavinia Grace Phillips
Jamee Villa*

A quorum was reached.

Members Absent:

*Vice President Lisa Murawski (arrived at 5:55 p.m.)
Chinua Rhodes (arrived at 4:43 p.m.)
Student Member Isa Sheikh arrived at 6:00 p.m. for Open Session.*

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

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentApril8>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, April 8. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

Public Comment on Closed Session:

Cyd Jaghory

Julie Snider

Mo Kashmiri

Tim Hebert

Richard Simms

Robyn Mutchler

3.0 CLOSED SESSION

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

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

- a) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2020090031)*
- b) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)*

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

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

3.4 *Government Code 54957 – Public Employee Appointment*

- a) *Interim Assistant Superintendent, Facility Support Services*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Students – Jovahny Rosales, a 7th Grade student from Will C. Wood Middle School was introduced by Member Villa, and Christopher Flores, a 5th Grade student from Ethel I. Baker Elementary School was introduced by Member Phillips.*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Anne Collins announced that OAH Case No. 2020090031 was approved by a vote of 6-0 with Vice President Murawski absent.

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Second Vice President Woo and seconded by Vice President Murawski. The Board voted unanimously to adopt the agenda.

7.0 SPECIAL PRESENTATION

7.1 *Resolution No.3193: Resolution Condemning Anti-Asian Hatred and Violence and Supporting People of Asian Ancestry (Darrel Woo)* **Action**

Second Vice President Woo and Member Phillips presented the resolution. Second Vice President Woo read from the resolution.

*Public Comment:
Terrence Gladney*

Board Comments:

Vice President Murawski motioned to approve the resolution, and Second Vice President Woo seconded. The motion passed unanimously.

7.2 *Approve Memorandum of Understanding (MOU) with UPE for Safely Reopening Schools to In-Person Instruction Services and AB 1200 Disclosure (Raoul Bozio)* **Action**

In-House Counsel Raoul Bozio went over key provisions of the MOU and the fiscal impact of AB 1200.

*Public Comment:
Alison French-Tubo
Carla Randazzo*

Board Comments:

Vice President Murawski thanked staff and principals for their hard work in reaching this MOU and for making preparations for the first days back. She echoed Ms. Tubo's comment of appreciation of the CDE guidance of no more than three feet distancing. She then moved to approve. Second Vice President Woo seconded, and the motion passed unanimously.

7.3 Update on Re-Opening MOU Next Steps (Various Departments)

Information

In-House Counsel Raoul Bozio gave the update on next steps regarding the re-opening MOU. He spoke about three-foot distancing guidance, particulars around meeting with SCTA, a request for impasse, and next steps.

Public Comment:

Alison French-Tubo

David Fisher

Ingrid Hutchins

Jody Bone

Jacob Douglas

Jason Spann

John Meyers

Karen Rice

Kelly Newbill

Kimberly Buchholz

Lisa Lindberg

Terrence Gladney

Kara Synhorst

Julie Snider

Ian Strimaitis

Lori Merritt

Board Comments:

President Pritchett asked Superintendent Aguilar what percentage of classrooms are at maximum in terms of attendance rates regarding the six-foot rule. He said he will establish capacity rates as we monitor attendance rates and as we entertain the idea of having more students in the classrooms. He noted that information related to how many desks can be accommodated at six and three feet in each classroom and in each school is posted on the District website. President Pritchett asked that this information also be posted on the website as it becomes available.

Student Member Sheikh feels the MOU is clear, and he asked all to realize that there were months of study and weeks of updated guidelines from county, state, and local authorities involved. He noted that there are entire states that have opened with three feet distancing, and no form of fourth wave fear mongering has been seen that we might have

heard about tonight. He said it is not about reducing student safety but more about opening up opportunities for students that have not been able to come back, because the reality it is not feasible for so many students in this District. He noted that six hours per week locks out many that otherwise would want to be in the classroom. He appreciates Ms. Newbill's comments about how the District should be asking more questions and having more surveys to see how the District can accommodate and how the District can reach those parents that might have varying problems with coming back. He looks forward to moving as a District toward science in what is best for students, and he hopes everyone can be on board when we do that.

Member Garcia asked to go back for clarity regarding next steps. She said she disagrees with SCTA's interpretation of the language of the MOU; she feels the Board gave clear direction to the Superintendent and the negotiations team to go back to meet and confer and talk about exercising the provision in the MOU to talk about a three-foot distance versus a six-foot distance. She also wants to understand how we start taking into account attendance rates and the desires of parents. Mr. Bozio said that in the District we will keep on trying to discuss these issues with our partners and persuade them that it is in everyone's best interest to get together to discuss these matters, whether it is strictly discussion around three feet distancing or whether it is a discussion around other options and ideas for bringing more students back for more hours and more days. Superintendent Aguilar noted that in the letter he wrote to SCTA he is seeking clarification whether they are unwilling to follow the meet and confer language of the MOU. If that is confirmed, then options will be brought back to the Board. His hope is that we would be in a position to effectuate the meet and confer and talk about ways to serve students. Mr. Bozio gave an explanation of "meet and confer", per the Superintendent's request. Superintendent Aguilar explained that SCTA felt there was no need to make revision to the MOU as three feet, as a minimum, is less than the six feet included in the MOU. Ms. Garcia said she realizes the goal is to have more students in the classroom.

Member Phillips said it seems as if the three feet versus six feet is just a matter of semantics, and she asked if we can have a third party come in to find a better understanding of that or are we looking a mediator and impasse. Superintendent Aguilar said he would defer on the legal aspect, but he does not believe a meet and confer would result in impasse. He believes the meet and confer is just to discuss the interpretation and our position around what we believe is important for students at this time. Ms. Phillips asked if we will poll the teachers to find out what is happening in the classrooms. She noted the comments of Ms. Hutchins on what happened in her classroom today regarding the difficulties in keeping children distanced; she feels it is important to hear from the teachers.

Member Villa said that today's first day back to school was amazing. She gave positive examples of her own experience and those of others.

President Pritchett asked if a poll sent to teachers would be considered direct dealing and therefore not allowed. Mr. Bozio replied that it could be seen as direct dealing; it would depend on the questions asked.

Vice President Murawski said she is happy to be back to in-person school. She appreciates the transparency around this issue and feels the focus needs to be on what is

best for students. She said the default is five day per week, in-person, all day instruction, and feels it is, based on science, possible right now. She addressed the technological issues that were brought up, she acknowledged that there will be difficulties, but also spoke of what went well. She requested the Board be kept up to date on what technological issues arise and asked if there is a way to develop feedback from the sites. Superintendent Aguilar responded that the principals will be meeting with their staff and Serna staff on Mondays to hear feedback. He described how he experienced seeing teachers helping each other to prepare. He said he saw creativity and agility throughout the day.

8.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8.1 Initial Summer School Programming Plans (Christine Baeta and Matt Turkie)

Information

Superintendent Aguilar explained that this will be a high level presentation about initial thoughts for a robust summer program. Chief Academic Officer Christine Baeta and Assistant Superintendent of Curriculum and Instruction Matt Turkie then presented. They went over rationale for the summer program, initial overall program elements and highlights, initial planning dates, initial program elements and highlights for elementary, middle and high school, challenges, and next steps.

*Public Comment:
Alison French-Tubo
Nikki Milevsky
Bina Lefkovitz*

Board Comments:

President Pritchett thanked Ms. Baeta. She said she understands that the plan is high level and that staff will be working with the teachers on this.

Member Villa said it was an amazing presentation, and she thanked Ms. Baeta.

Member Garcia thanked Ms. Baeta for getting us started in the right direction, and she expects that there will be collaboration with teachers. She spoke of learning loss with English language learners and noted that English language learners make up 20 percent of District students. She appreciates the opt out philosophy but hopes though that individuals understand the opportunity that is being missed and the potential impact to their children. She likes that it is

based on SPSAs; she thinks the SPSA process will be updated to reflect the needs of this past year. She appreciates that it is site-based and professional development and learning opportunities for teachers are available, and she suggested that professional development may be a benefit for others as well. She expressed the need for assessments so that resources can be invested in the right way. She applauded the balance between academic and enrichment offerings. She asked if enrichment includes sports, music, and field trips. She likes that there are two sessions, the bridging, and the credit recovery opportunities. She spoke about how this is a first step to build upon successful summer programs.

Vice President Murawski said she appreciates this initial program design. She is supportive of professional development and requested, especially if it is on a mandatory basis, LGBTQ training for teachers and other staff be included if possible. She is excited about youth employment opportunities, and she asked for more explanation on this aspect of the presentation. Ms. Baeta answered that they are thinking of partnering with the Youth Development Department by providing funding and having Youth Development do the hiring and also make connections during the academic day along with enrichment connections in the afternoon. Vice President Murawski then suggested an idea for a youth peer mental health and wellness track. She appreciates that the arts are included, and she asked what will be centralized by the sites to incorporate arts education. Ms. Baeta answered that they are thinking along the lines of decentralization with the budget going to the school, the school designing based on their SPSA and their needs, and in collaboration with their teachers. Therefore, she said, they can absolutely include art. Vice President Murawski recognized that summer would be critical to a goal of having a 100 percent graduation rate, if such a goal were adopted. She feels we need to strategically plan and plan in a subsequent LCAP. She also asked if there is a way to do more for more students. Superintendent Aguilar pointed to the area of the presentation that focused on working very closely with a group of research partners to develop a robust evaluation framework. He said that will inevitably require us to have a conversation on, for example, selection of our students. He said we need to have more robust access to more information because currently we are not clear on what would be the best approach for the identification of students and their needs. He said the number of staff required would then be brought back to the Board; he feels the biggest threat is identifying the number of staff. He spoke of how decentralizing from a SPSA perception ties in. Vice President Murawski said she feels we

should speak about the students that need the most help, but also summer sports and other ways to support students.

Student Member Sheikh thanked Ms. Baeta and spoke of the importance of addressing learning loss. He talked about youth supports and how there are mental health supports, but often students that could benefit are not connected to those supports.

9.0 PUBLIC COMMENT

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentApril8>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, April 8 for any agenda item. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

*Public Comment:
Alison French-Tubo
Ingrid Hutchins
Julie Del Agua
Kristen Tudor
Mary Kelly
Mo Kashmiri
Rich Vasquez
Rose McAuliffe
Shannon Hobbs
Shawn D'Alesandro
Terrence Gladney
Julia Willsie
Amy Strimling
Amy Yip
Bernie Evangelista
Ellen Yin-Wycoff
Rose Lazuardi
Amy Brown
Kathi Windheim
Jaime Avelar
Sara Bailey
Amanda Autsen
Crystel Fudala
Jorge Martinez*

*Shannon Barnes
Angela Davis
Shelly Carthen
Michael Violenta
Stacy Kawahara
Shannon Hobbs
Jacquelyn Sanchez
Mary Chew
Victor Vasquez
Fred Harris
Lori Merritt
Dan Okenfuss
Jaymi Alas
Karla Faucett
Marcella Fernandez-Ruiz
Soledad Gutierrez
Julia Willsie
Melissa Martinez
Amy Peterson
Staci Stermer
Shannon Cooper
Paula Cook
Rich Johnson
Amy Brown
Rose Lazuardi
Lindsay Stephens
Latika Jain
Stacy Kawahara
Adam Link
Paola Lopez
Toby Reyes
Rosalinda Arellano
Michael Violenta
Wendy Murray
Jake Fernandez
Jacquenette Reyes
Manuela Murillo
Kim Taylor
Krishana Carlton
Carol Lee
Amanda Kossow
Michele Koehler
Yamilet Jorlen
Tina Favela
Debra Durazo
Anne Jirasritumrong
Martha Ortega
Sally Uhlig
Susan Ann Lee*

Nancy Woodbury
David Fisher

10.0 PUBLIC HEARING

10.1 *Public Hearing: First Reading of Revised Board Policy 3155, Relations with Vendors (Raoul Bozio)*

**Conference/First
Reading**

In-House Counsel Raoul Bozio gave the first reading of revised Board Policy 3155, Relations with Vendors.

*Public Comment:
Alison French-Tubo
David Fisher*

Board Comments:

Second Vice President Woo noted that the number should be Board Policy 3315. Mr. Bozio acknowledged that it should be corrected.

Member Phillips asked if Board members are employees of the District. Mr. Bozio said they are not. He said there is a separate Board By-Law, 9270 which is more detailed and is cross referenced with BP 3315.

Member Garcia noted that the first line of the BP states “no district employee or governing board member” and asked if this should be stricken. Mr. Bozio said it can be looked at, but that it is a true statement. Member Garcia asked if the Superintendent is an employee of the District. Mr. Bozio said that he is.

Student Member Sheikh asked for clarification on what is being stricken. Mr. Bozio explained.

11.0 COMMUNICATIONS

11.1 *Employee Organization Reports:*

Information

- *SCTA – No report given*
- *SEIU – Dan Schallock reported on behalf of SEIU*
- *TCS – No report given*
- *Teamsters – No report given*
- *UPE – No report given*

11.2 District Advisory Committees:

Information

- *Community Advisory Committee – Rose McAuliffe reported on behalf of CAC*
- *District English Learner Advisory Committee – No report given*
- *Local Control Accountability Plan/Parent Advisory Committee – Vanessa Areiza King reported on behalf of LCAP*
Public Comment: Terrence Gladney
- *Student Advisory Council – Isa Sheikh reported on behalf of SAC*

11.3 Superintendent's Report (Jorge A. Aguilar)

Information

Superintendent Aguilar recognized this first day back to school in-person. He noted is has been over a year since distance learning began, and he spoke about his experiences today at the school sites that he visited. He noted also that everything this year has been new and asked for grace from families. He thanked staff for their efforts during this time. He noted the ratification of the UPE MOU and thanked labor partners for reaching the agreements regarding re-opening. He said that the focus will be on summer school next and thanked staff and community for their civic engagement with the vaccination clinics. He reported that another vaccination clinic would be held the next day at the Serna Center and the following week one at Luther Burbank High School.

11.4 President's Report (Christina Pritchett)

Information

President Pritchett said that this is an exciting week as students step back onto campuses, and she thanked staff. She asked for grace and patience during this transition back. She announced that the following board members are now assigned as liaison to the following committees: Member Phillips to the African American Task Force, Member Garcia to DELAC, Member Murawski to the CAC, and Member Rhodes to the LCAP. President Pritchett is alternate to the CAC and Member Rhodes is alternate to DELAC. She announced another governance workshop would be held soon as well as anti-racism training. She

thanked all the negotiations teams for their work in the process of re-opening schools. She said that MOUs were completed with four of the five bargaining units, and she is sure that one will also be reached with SEIU. She explained impasse. She also spoke about graduations and said arrangements are being made for outdoor venues. She responded to SCTA's written comments to the Board and asked the Superintendent to post the findings from Crowe LLP on the District website.

11.5 Student Member Report (Isa Sheikh)

Information

Student Member Sheikh said he is happy that school re-opened today. He is grateful to all for their work in ensuring that today came. He is disappointed however there are still debates being raised on some points of re-opening. He made a request to present a resolution at the next board meeting which commits to returning students to five days per week in the Fall.

11.6 Information Sharing By Board Members

Information

Member Villa thanked the school nutrition program; she said the breakfast and lunch went flawlessly.

Member Garcia reported that she visited three school sites today and that there was much energy and happiness. She also saw many employees helping and supporting each other. She thanked everyone for their work today. She asked for the District to review the Ethnic Studies program to make sure that it aligns with the State Board of Education's new model curriculum for Ethnic Studies. She said hopefully there is funding in the state budget for professional development for Ethnic Studies. She said she would like to do the same thing with Civic Engagement, as that curriculum has been approved. She also asked for status on the 4th R program. Superintendent Aguilar addressed Civic Engagement and the state's effort for a seal around Civic Engagement first by saying that Student Member Sheikh has been engaged in this and has requested information from the staff; there is a meeting scheduled with Director Linda Kingston. He said an update will be brought forth. Regarding

4th R, he said there have been many inquiries from parents, and he realizes that the number of students being served in-person has been impacted by 4th R. He said he has worked closely with partners at the City of Sacramento and they have put out information that both believe is truthful about what led them to sit with CBOs to see if it would be a possibility to meet the needs of those families that were inquiring. He noted that there is a lot of information out there and feels some of it is not accurate. He said that through discussions they identified Sac Chinese, a longtime partner of the District, and he believes the city has worked with that CBO as well. He said we have made the decision to explore the possibility of having Sac Chinese provide those services to families. He said we have also talked to the city about the use of portables that operate through ownership or lease agreement and that these conversations are still continuing. He said one thing we cannot control is licensing, and he explained the challenges with that process and the timelines. Member Garcia said what troubles her is that in order to meet a need in a short period of time, the District needs to ensure that there are options for some of our parents where these 4th R sites used to be. She feels we are trading off perhaps 10 weeks of the remainder of the school year for an entire year or more of contract. She noted that 4th R is not a program that the District runs, and she encouraged parents to do like advocacy to the city. She said she would like the Superintendent to follow up with the city and get more clarity because it was her understanding that 4th R was going to be at all the 4th R sites this summer and then they would be ready to serve all students in the Fall.

Member Rhodes said he is thankful for the experiences he had today at school sites. He said he saw the dedication of the employees. He also spoke about the 4,000 Johnson and Johnson vaccinations that would be given at Luther Burbank High School. He invited all to come out and volunteer.

Vice President Murawski said she appreciates the work that staff is doing on graduation. Regarding 4th R, she said her children have attended the last two summers and that the program is great. Her impression was that 4th R would not be serving our

families and that is why we are in the situation we are in.

Public Comment on 11.0: Terrence Gladney

12.0 CONSENT AGENDA

Action

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

12.1 Items Subject or Not Subject to Closed Session:

- 12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)***
- 12.1b Approve Personnel Transactions (Cancy McArn)***
- 12.1c Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2021 through March 2021 (Cancy McArn)***
- 12.1d Approve Minutes of the March 4, 2021, Board of Education Meeting (Jorge A. Aguilar)***
- 12.1e Approve Minutes of the March 11, 2021, Board of Education Special Meeting (Jorge A. Aguilar)***
- 12.1f Approve Resolution No. 3194: Resolution Regarding Board Stipends (Christina Pritchett)***
- 12.1g Approval of Angela Hatter, Coordinator III, Adult Education, as Sacramento City Unified School District’s Representative to the Capital Adult Education Regional Consortium (Christine Baeta)***
- 12.1h Approve Resolution No. 3195: Delegating Signature Authority for the Mental Health Curriculum for High School Students Agreement with Sacramento County Department of Health Services (Rose Ramos and Jessica Sulli)***
- 12.1i Approve Revised Board of Education Meeting Calendar for 2020-21, moving regular meeting of June 3, 2021, to June 10, 2021 (Jorge A. Aguilar)***

Public Comment: Alison French-Tubo

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Second Vice President Woo and seconded by Vice President Murawski. The Board voted unanimously to adopt the Consent Agenda.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

13.1 Business and Financial Information:

- *Enrollment and Attendance Report Month 6 Ending Friday, February 26, 2021 (Rose Ramos)*

Public Comment: Alison French-Tubo; Elizabeth Campbell

President Pritchett received the Business and Financial information/reports.

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *April 22, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *May 6, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

15.0 ADJOURNMENT

President Pritchett asked for a motion to adjourn the meeting. A motion was made by Second Vice President Woo to adjourn in the memory of Emmanuel Manny Antwi, a Senior at John F. Kennedy High School. The motion was seconded by Student Member Sheikh. The motion was passed unanimously, and the meeting adjourned at 10:36 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1e

Meeting Date: May 6, 2021

Subject: Approve Revised Board of Education Meeting Calendar for 2020-21

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

Division: Superintendent's Office.

Recommendation: Approve the revision to Board of Education meeting calendar for 2020-21 school year to change June 17, 2021, Board meeting to June 24, 2021.

Background/Rationale: The Board of Education requires a date change from June 17, 2021, to June 24, 2021.

LCAP Goal(s): Family and Community Empowerment

Financial Considerations: N/A

Documents Attached:

1. Board of Education Meeting Calendar for 2020-21
2. Schedule of Due Dates for Second Half of 2020-21 School Year

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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**Sacramento City Unified School District
Board of Education Meeting Calendar
2020-2021 School Year**

The Board of Education usually meets on the 1st and 3rd Thursdays of the month with Special Meetings called as needed. Meetings are held at the Serna Center Community Room, 5735 47th Avenue.

There is only one Board Meeting in December and January

<p style="text-align: center;"><i>July 16, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>August 6, 2020</i> CANCELLED</p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>August 20, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>September 3, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>
<p style="text-align: center;"><i>September 17, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>October 1, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>October 15, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>November 5, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>
<p style="text-align: center;"><i>November 19, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>December 10, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p> <p style="text-align: center;"><i>Annual Meeting</i></p>	<p style="text-align: center;"><i>December 17, 2020</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p> <p style="text-align: center;"><i>Annual Meeting</i></p>	<p style="text-align: center;"><i>January 14, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>
<p style="text-align: center;"><i>February 4, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>February 18, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>March 4, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>March 18, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>
<p style="text-align: center;"><i>April 8, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>April 22, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>May 6, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>May 20, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>
<p style="text-align: center;"><i>June 3, 2021</i> CANCELLED</p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>June 10, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>June 17, 2021</i> CANCELLED</p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>	<p style="text-align: center;"><i>June 24, 2021</i></p> <p><i>4:30 Closed Session 6:00 Open Session</i></p>

Board Agenda Due Dates

January – June 2021

Board Meeting	Agenda Items Titles Due to Board Office Friday by 10:00 a.m.	Cover Item Sheet & Back-up Due to Board Office Tuesday by 5:00 p.m.	PowerPoints Due to Board Office Tuesday by 3:00 p.m.
January 14, 2021	Friday, December 11, 2020	Tuesday, January 5, 2021	Tuesday, January 12, 2021
February 4, 2021	Friday, January 15, 2021	Tuesday, January 19, 2021	Tuesday, February 2, 2021
February 18, 2021	Friday, February 5, 2021	Tuesday, February 9, 2021	Tuesday, February 16, 2021
March 4, 2021	Friday, February 19, 2021	Tuesday, February 23, 2021	Tuesday, March 2, 2021
March 18, 2021	Friday, March 5, 2021	Tuesday, March 9, 2021	Tuesday, March 16, 2021
April 8, 2021	Friday, March 19, 2021	Tuesday, March 23, 2021	Tuesday, April 6, 2021
April 22, 2021	Friday, April 9, 2021	Tuesday, April 13, 2021	Tuesday, April 20, 2021
May 6, 2021	Friday, April 23, 2021	Tuesday, April 27, 2021	Tuesday, May 4, 2021
May 20, 2021	Friday, May 7, 2021	Tuesday, May 11, 2021	Tuesday, May 18, 2021
June 3, 2021 Meeting Cancelled	Friday, May 21, 2021	Tuesday, May 25, 2021	Tuesday, June 1, 2021
June 10, 2021	Friday, May 21, 2021	Tuesday, May 25, 2021	Tuesday, June 8, 2021
June 17, 2021 Meeting Cancelled	Friday, June 4, 2021	Tuesday, June 8, 2021	Tuesday, June 15, 2021
June 24, 2021	Friday, June 11, 2021	Tuesday, June 15, 2021	Tuesday, June 22, 2021



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: May 6, 2021

Subject: Business and Financial Information

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

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale: Enrollment and Attendance Report for Month 7 Ending March 26, 2021

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Enrollment and Attendance Report for Month 7 Ending March 26, 2021

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6				2020-2021 Actual Attendance	Cum Attd Days /127 2020-2021
A M Winn Elementary K-8 Waldorf	67	127	126	15	335	94.55%	308.61	95.60%
Abraham Lincoln Elementary	59	218	222	1	500	92.20%	456.14	91.52%
Alice Birney Waldorf-Inspired K-8	71	143	174	2	390	99.41%	384.44	98.79%
Bret Harte Elementary	23	62	81	38	204	89.44%	186.58	90.23%
Caleb Greenwood	72	238	223	1	534	95.37%	518.80	96.67%
Camellia Basic Elementary	64	186	176	9	435	98.25%	430.37	98.65%
Capital City School	5	12	18	0	35	80.76%	30.39	95.64%
Caroline Wenzel Elementary	30	101	106	40	277	91.16%	249.43	91.97%
Cesar Chavez Elementary	0	0	358	10	368	94.34%	336.46	91.66%
Crocker/Riverside Elementary	95	263	265	0	623	99.90%	629.43	99.69%
David Lubin Elementary	67	193	194	32	486	95.10%	472.80	95.71%
Earl Warren Elementary	48	174	193	12	427	94.48%	402.38	93.78%
Edward Kemble Elementary	110	394	0	11	515	93.68%	477.41	91.81%
Elder Creek Elementary	94	347	325	0	766	95.66%	729.69	95.56%
Ethel I Baker Elementary	72	263	274	12	621	92.12%	582.33	93.94%
Ethel Phillips Elementary	66	195	173	16	450	93.01%	415.68	92.69%
Father Keith B Kenny Elementary	23	132	143	25	323	95.01%	288.04	92.29%
Genevieve Didion K-8	71	203	193	9	476	98.49%	473.98	98.49%
Golden Empire Elementary	68	221	274	14	577	96.76%	548.18	96.74%
H W Harkness Elementary	46	123	134	9	312	92.27%	286.47	92.62%
Hollywood Park Elementary	45	118	108	32	303	92.33%	272.08	91.62%
Home/Hospital	6	3	7	6	22	100.00%	7.81	100.00%
Hubert H. Bancroft Elementary	71	152	181	20	424	94.58%	402.57	95.45%
Isador Cohen Elementary	26	99	115	29	269	90.38%	234.28	88.71%
James W Marshall Elementary	44	142	139	31	356	94.51%	331.79	92.77%
John Bidwell Elementary	41	109	118	6	274	83.67%	238.69	87.17%
John Cabrillo Elementary	29	114	144	29	316	94.15%	302.10	95.25%
John D Sloat Elementary	36	121	93	17	267	89.30%	228.15	88.55%
John H. Still K-8	61	247	288	14	610	88.99%	530.57	87.54%
John Morse Therapeutic Center	0	0	0	25	25	93.40%	23.69	92.67%
Leataata Floyd Elementary	33	124	146	14	317	77.77%	256.69	80.34%
Leonardo da Vinci K - 8 School	118	282	284	25	709	97.68%	700.49	97.88%
Mark Twain Elementary	24	110	104	22	260	96.13%	243.24	93.94%
Martin Luther King Jr K-8	39	117	109	29	294	93.90%	276.92	93.90%
Matsuyama Elementary	56	220	241	1	518	98.58%	512.08	97.99%
Nicholas Elementary	48	252	259	21	580	90.56%	518.72	90.31%
O W Erlewine Elementary	39	106	106	18	269	91.95%	256.49	93.33%
Oak Ridge Elementary	62	206	217	5	490	91.63%	434.15	88.88%
Pacific Elementary	119	306	290	0	715	90.00%	623.02	87.91%
Parkway Elementary School	64	214	216	31	525	87.55%	466.02	88.96%
Peter Burnett Elementary	47	167	192	25	431	88.29%	378.92	88.68%
Phoebe A Hearst Elementary	94	280	282	1	657	99.13%	654.64	99.45%
Pony Express Elementary	41	161	177	8	387	97.51%	370.69	96.02%
Rosa Parks K-8 School	33	133	140	5	311	87.60%	275.46	87.40%
Sequoia Elementary	48	166	157	10	381	96.56%	356.12	93.62%
Success Academy K-8	0	0	1	0	1	100.00%	0.90	96.47%
Susan B Anthony Elementary	46	134	137	1	318	95.91%	302.47	93.87%
Sutterville Elementary	60	202	187	6	455	97.06%	448.50	97.94%
Tahoe Elementary	64	112	105	49	330	92.97%	302.88	93.45%
Theodore Judah Elementary	73	204	175	18	470	96.13%	457.94	97.29%
Washington Elementary	61	130	112	20	323	90.90%	282.89	87.51%
William Land Elementary	59	164	169	0	392	91.35%	365.14	94.05%
Woodbine Elementary	43	133	106	24	306	88.72%	262.40	87.37%
TOTAL ELEMENTARY SCHOOLS	2,781	8,623	8,757	798	20,959	93.61%	19,526.08	93.42%
Change from prior month					-1	14		

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2020-2021 Actual Attendance	Cum Attd Days/127 2020-2021	PERCENTAGE 2020-2021
A M Winn Elementary K-8 Waldorf	25	41	66	0	66	93.33%	59.83	92.38%
Albert Einstein MS	317	331	648	39	687	95.30%	669.87	96.28%
Alice Birney Waldorf-Inspired K-8	59	59	118	0	118	99.87%	116.58	98.77%
California MS	414	490	904	11	915	91.98%	850.38	92.44%
Capital City School	15	13	28	0	28	80.94%	18.53	70.45%
Fern Bacon MS	333	338	671	36	707	86.93%	628.17	89.08%
Genevieve Didion K-8	51	51	102	0	102	99.36%	102.90	99.41%
Home/Hospital	1	1	2	3	5	100.00%	4.09	100.00%
John H. Still K-8	109	140	249	19	268	91.47%	241.41	90.13%
John Morse Therapeutic Center	0	0	0	16	16	77.04%	12.12	80.53%
Kit Carson 7-12	180	193	373	24	397	90.22%	365.47	92.46%
Leonardo da Vinci K - 8 School	68	51	119	17	136	97.61%	133.13	98.54%
Martin Luther King Jr K-8	27	29	56	0	56	94.20%	52.58	93.48%
Rosa Parks K-8 School	199	178	377	39	416	81.29%	350.88	84.39%
Sam Brannan MS	145	175	320	44	364	90.05%	339.98	93.15%
School of Engineering and Science	127	125	252	0	252	95.32%	242.95	95.90%
Success Academy K-8	0	0	0	0	0	0.00%	0.00	0.00%
Sutter MS	556	562	1118	22	1140	97.54%	1117.33	97.70%
Will C Wood MS	321	332	653	47	700	94.87%	665.26	94.43%
TOTAL MIDDLE SCHOOLS	2,947	3,109	6,056	317	6,373	92.61%	5,971.46	93.46%

Change from prior month	-1	-6
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2020-2021 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2020-2021
										2020-2021	
American Legion HS	190	0	0	0	0	190	0	190	69.61%	112.14	63.55%
Arthur A. Benjamin Health Prof	0	50	48	44	53	195	13	208	93.14%	191.00	93.05%
C K McClatchy HS	0	586	603	513	496	2198	76	2274	88.46%	2008.67	90.01%
Capital City School	0	20	32	65	110	227	1	228	78.90%	180.89	78.58%
Hiram W Johnson HS	0	511	422	428	308	1669	174	1843	81.54%	1490.71	82.67%
Home/Hospital	0	1	3	0	1	5	13	18	100.00%	11.32	100.00%
John F Kennedy HS	0	542	505	483	454	1984	121	2105	92.07%	1930.77	92.59%
Kit Carson 7-12	0	73	63	35	18	189	0	189	97.49%	186.16	97.28%
Luther Burbank HS	0	393	385	353	384	1515	159	1674	84.36%	1459.97	87.25%
Rosemont HS	0	385	379	267	276	1307	115	1422	89.54%	1286.54	91.35%
School of Engineering and Science	0	95	92	60	54	301	0	301	97.05%	299.67	96.95%
West Campus HS	0	215	194	213	199	821	0	821	98.04%	815.51	98.81%
TOTAL HIGH SCHOOLS	190	2,871	2,726	2,461	2,353	10,601	672	11,273	88.23%	9,973.35	89.44%

Change from prior month	-2	-38
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2020-2021 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2020-2021
			2020-2021	
ELEMENTARY	20,959	93.61%	19,526	93.42%
MIDDLE	6,373	92.61%	5,971	93.46%
HIGH SCHOOL	11,273	88.23%	9,973	89.44%
TOTAL ALL DISTRICT SEGMENTS	38,605	91.90%	35,471	92.27%

Total Non-Public Schools as of 4/15/21	304
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Non-Public change from prior month	-1
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2020-2021 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	184	0	5,073.72	5,073.72	0	54.54	54.54
Charles A. Jones Career & Education Center	390	0	13,324.54	13,324.54	0	203.52	203.52
TOTAL ADULT EDUCATION	574		18,398.26	18,398.26		258.06	258.06

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	67	44	40	43	40	42	44	320
Abraham Lincoln Elementary	59	70	70	78	70	71	81	499
Alice Birney Waldorf-Inspired K-8	71	48	48	47	50	63	61	388
Bret Harte Elementary	23	14	24	24	23	31	27	166
Caleb Greenwood	72	72	94	72	66	63	94	533
Camellia Basic Elementary	64	54	67	65	55	62	59	426
Capital City School	5	3	3	6	5	6	7	35
Caroline Wenzel Elementary	30	32	32	37	46	19	41	237
Cesar Chavez Elementary	0	0	0	0	138	119	101	358
Crocker/Riverside Elementary	95	91	86	86	88	89	88	623
David Lubin Elementary	67	66	61	66	73	68	53	454
Earl Warren Elementary	48	63	62	49	63	71	59	415
Edward Kemble Elementary	110	137	126	131	0	0	0	504
Elder Creek Elementary	94	118	119	110	116	116	93	766
Ethel I Baker Elementary	72	95	82	86	87	106	81	609
Ethel Phillips Elementary	66	67	70	58	57	59	57	434
Father Keith B Kenny Elementary	23	38	48	46	53	49	41	298
Genevieve Didion K-8	71	68	62	73	66	63	64	467
Golden Empire Elementary	68	70	74	77	83	95	96	563
H W Harkness Elementary	46	35	41	47	43	45	46	303
Hollywood Park Elementary	45	30	46	42	29	38	41	271
Home/Hospital	6	2	0	1	2	4	1	16
Hubert H. Bancroft Elementary	71	64	48	40	72	51	58	404
Isador Cohen Elementary	26	23	42	34	40	42	33	240
James W Marshall Elementary	44	47	52	43	41	52	46	325
John Bidwell Elementary	41	39	32	38	30	36	52	268
John Cabrillo Elementary	29	43	33	38	50	50	44	287
John D Sloat Elementary	36	46	29	46	33	28	32	250
John H. Still K-8	61	75	93	79	100	90	98	596
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	33	38	37	49	45	53	48	303
Leonardo da Vinci K - 8 School	118	96	94	92	94	95	95	684
Mark Twain Elementary	24	34	39	37	39	33	32	238
Martin Luther King Jr K-8	39	48	36	33	45	31	33	265
Matsuyama Elementary	56	70	71	79	76	81	84	517
Nicholas Elementary	48	76	90	86	84	91	84	559
O W Erlewine Elementary	39	33	40	33	30	43	33	251
Oak Ridge Elementary	62	76	72	58	82	78	57	485
Pacific Elementary	119	104	96	106	99	93	98	715
Parkway Elementary School	64	71	71	72	65	65	86	494
Peter Burnett Elementary	47	56	55	56	62	63	67	406
Phoebe A Hearst Elementary	94	93	94	93	97	92	93	656
Pony Express Elementary	41	43	54	64	57	59	61	379
Rosa Parks K-8 School	33	47	39	47	44	51	45	306
Sequoia Elementary	48	50	56	60	58	53	46	371
Success Academy K-8	0	0	0	0	0	1	0	1
Susan B Anthony Elementary	46	43	45	46	39	61	37	317
Sutterville Elementary	60	66	68	68	57	56	74	449
Tahoe Elementary	64	46	32	34	39	35	31	281
Theodore Judah Elementary	73	66	66	72	56	58	61	452
Washington Elementary	61	48	41	41	49	31	32	303
William Land Elementary	59	51	63	50	59	54	56	392
Woodbine Elementary	43	47	49	37	36	37	33	282
TOTAL	2,781	2,856	2,892	2,875	2,931	2,942	2,884	20,161

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	335	1,806	39,194	41,000	95.60%
Abraham Lincoln El	500	5,365	57,930	63,295	91.52%
Alice Birney Waldorf-Inspired K8	390	597	48,824	49,421	98.79%
Bret Harte Elementary	204	2,567	23,696	26,263	90.23%
Caleb Greenwood	534	2,272	65,888	68,160	96.67%
Camellia Basic Elementary	435	749	54,657	55,406	98.65%
Capital City School	35	176	3,860	4,036	95.64%
Caroline Wenzel Elementary	277	2,766	31,677	34,443	91.97%
Cesar Chavez ES	368	3,889	42,730	46,619	91.66%
Crocker/Riverside Elementary	623	252	79,937	80,189	99.69%
David Lubin Elementary	486	2,693	60,045	62,738	95.71%
Earl Warren Elementary	427	3,391	51,102	54,493	93.78%
Edward Kemble Elementary	515	5,408	60,631	66,039	91.81%
Elder Creek Elementary	766	4,305	92,670	96,975	95.56%
Ethel I Baker Elementary	621	4,772	73,956	78,728	93.94%
Ethel Phillips Elementary	450	4,162	52,791	56,953	92.69%
Father Keith B Kenny K-8 School	323	3,055	36,581	39,636	92.29%
Genevieve Didion Elementary	476	926	60,195	61,121	98.48%
Golden Empire Elementary	577	2,345	69,619	71,964	96.74%
H W Harkness Elementary	312	2,901	36,382	39,283	92.62%
Hollywood Park Elementary	303	3,159	34,554	37,713	91.62%
Home/Hospital	22	0	992	992	100.00%
Hubert H. Bancroft Elementary	424	2,435	51,126	53,561	95.45%
Isador Cohen Elementary	269	3,787	29,753	33,540	88.71%
James W Marshall Elementary	356	3,283	42,137	45,420	92.77%
John Bidwell Elementary	274	4,461	30,314	34,775	87.17%
John Cabrillo Elementary	316	1,912	38,367	40,279	95.25%
John D Sloat Elementary	267	3,746	28,975	32,721	88.55%
John H. Still K-8	610	9,664	67,913	77,577	87.54%
John Morse Therapeutic Center	25	238	3,008	3,246	92.67%
Leataata Floyd Elementary	317	7,977	32,600	40,577	80.34%
Leonardo da Vinci K - 8 School	709	1,929	88,962	90,891	97.88%
Mark Twain Elementary	260	1,992	30,892	32,884	93.94%
Martin Luther King Jr Elementary	294	2,283	35,169	37,452	93.90%
Matsuyama Elementary	518	1,335	65,034	66,369	97.99%
Nicholas Elementary	580	7,069	65,877	72,946	90.31%
O W Erlewine Elementary	269	2,328	32,574	34,902	93.33%
Oak Ridge Elementary	490	6,895	55,137	62,032	88.88%
Pacific Elementary	715	10,880	79,123	90,003	87.91%
Parkway Elementary School	525	7,347	59,184	66,531	88.96%
Peter Burnett Elementary	431	6,140	48,123	54,263	88.68%
Phoebe A Hearst Elementary	657	459	83,139	83,598	99.45%
Pony Express Elementary	387	1,951	47,078	49,029	96.02%
Rosa Parks K-8 School	311	5,044	34,983	40,027	87.40%
Sequoia Elementary	381	3,084	45,227	48,311	93.62%
Success Academy K-8	1	3	82	85	96.47%
Susan B Anthony Elementary	318	2,509	38,414	40,923	93.87%
Sutterville Elementary	455	1,196	56,959	58,155	97.94%
Tahoe Elementary	330	2,695	38,466	41,161	93.45%
Theodore Judah Elementary	470	1,618	58,158	59,776	97.29%
Washington Elementary	323	5,126	35,927	41,053	87.51%
William Land Elementary	392	2,935	46,373	49,308	94.05%
Woodbine Elementary	306	4,818	33,325	38,143	87.37%
TOTAL	20,959	174,695	2,480,310	2,655,005	93.42%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	66	627	7,599	8,226	92.38%
Albert Einstein MS	687	3,289	85,074	88,363	96.28%
Alice Birney Waldorf-Inspired K-8	118	185	14,806	14,991	98.77%
California MS	915	8,828	107,998	116,826	92.44%
Capital City School	28	987	2,353	3,340	70.45%
Fern Bacon MS	707	9,780	79,777	89,557	89.08%
Genevieve Didion K-8	102	77	13,068	13,145	99.41%
Home/Hospital	5	0	519	519	100.00%
John H. Still K-8	268	3,358	30,659	34,017	90.13%
John Morse Therapeutic Center	16	372	1,539	1,911	80.53%
Kit Carson 7-12	397	3,787	46,415	50,202	92.46%
Leonardo da Vinci K - 8 School	136	250	16,908	17,158	98.54%
Martin Luther King Jr K-8	56	466	6,678	7,144	93.48%
Rosa Parks K-8 School	416	8,244	44,562	52,806	84.39%
Sam Brannan MS	364	3,176	43,177	46,353	93.15%
School of Engineering and Science	252	1,318	30,854	32,172	95.90%
Success Academy K-8	0	0	0	0	0.00%
Sutter MS	1,140	3,344	141,901	145,245	97.70%
Will C Wood MS	700	4,979	84,488	89,467	94.43%
TOTAL	6,373	53,067	758,375	811,442	93.46%

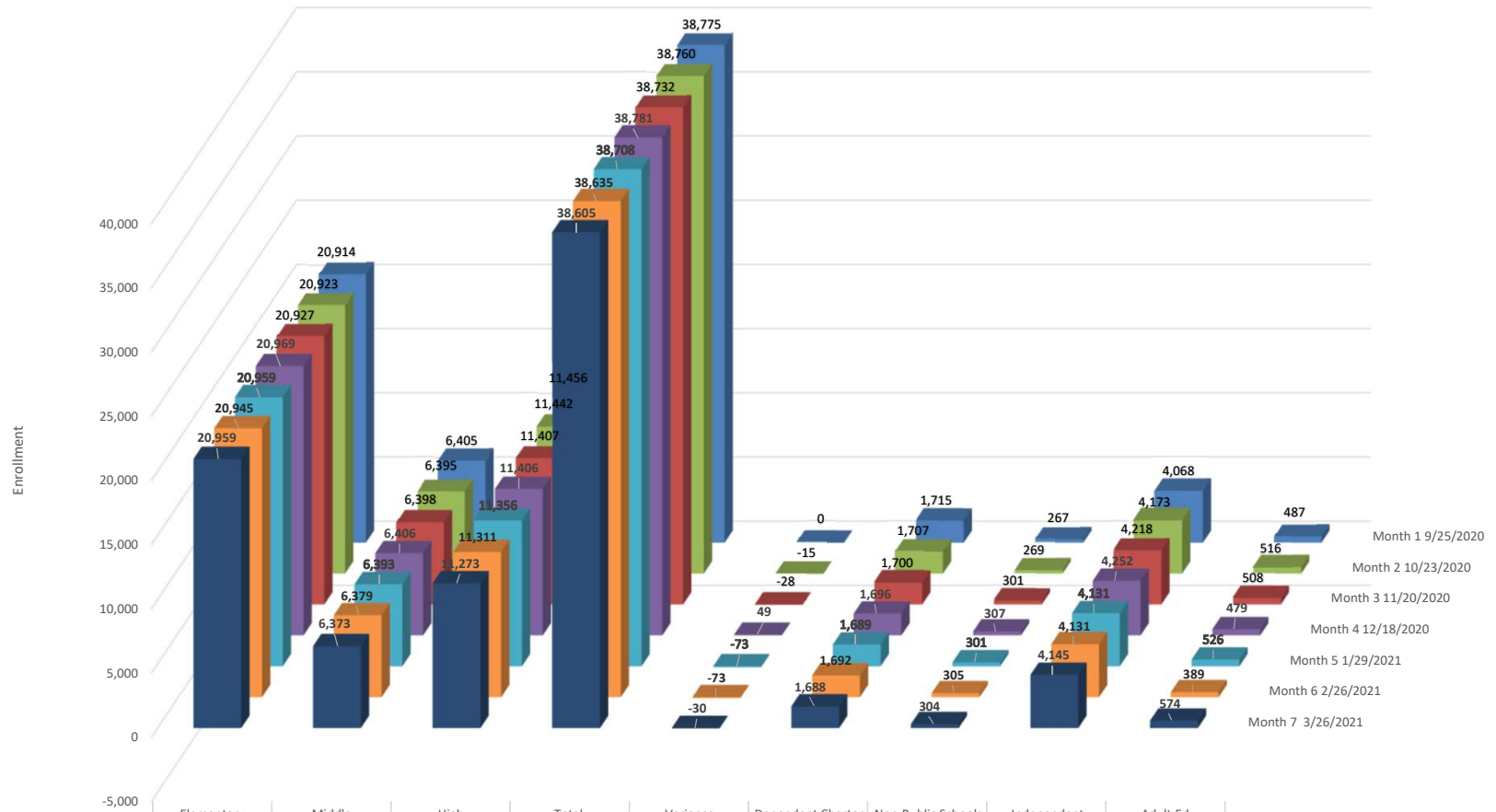
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 26, 2021
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	190	8,168	14,242	22,410	63.55%
Arthur A. Benjamin Health Prof	208	1,812	24,257	26,069	93.05%
C K McClatchy HS	2,274	28,305	255,101	283,406	90.01%
Capital City School	228	6,263	22,973	29,236	78.58%
Hiram W Johnson HS	1,843	39,680	189,320	229,000	82.67%
Home/Hospital	18	0	1,438	1,438	100.00%
John F Kennedy HS	2,105	19,630	245,208	264,838	92.59%
Kit Carson 7-12	189	660	23,642	24,302	97.28%
Luther Burbank HS	1,674	27,098	185,416	212,514	87.25%
Rosemont HS	1,422	15,478	163,390	178,868	91.35%
School of Engineering and Science	301	1,198	38,058	39,256	96.95%
West Campus HS	821	1,249	103,570	104,819	98.81%
TOTAL	11,273	149,541	1,266,615	1,416,156	89.44%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	38,605	377,303	4,505,300	4,882,603	92.27%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2019-2020 Actual		40,408	38,220	94.58%	
2020-2021 Projected		40,383	38,208	94.61%	
Month 01	267	38,775	35,777	93.08%	
Month 02	269	38,760	35,673	92.72%	-0.36%
Month 03	301	38,732	35,612	92.55%	-0.17%
Month 04	307	38,781	35,540	92.35%	-0.20%
Month 05	301	38,708	35,506	92.26%	-0.09%
Month 06	305	38,635	35,518	92.34%	0.08%
Month 07	304	38,605	35,471	92.27%	-0.07%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 7 3/26/2021	20,959	6,373	11,273	38,605	-30	1,688	304	4,145	574
Month 6 2/26/2021	20,945	6,379	11,311	38,635	-73	1,692	305	4,131	389
Month 5 1/29/2021	20,959	6,393	11,356	38,708	-73	1,689	301	4,131	526
Month 4 12/18/2020	20,969	6,406	11,406	38,781	49	1,696	307	4,252	479
Month 3 11/20/2020	20,927	6,398	11,407	38,732	-28	1,700	301	4,218	508
Month 2 10/23/2020	20,923	6,395	11,442	38,760	-15	1,707	269	4,173	516
Month 1 9/25/2020	20,914	6,405	11,456	38,775	0	1,715	267	4,068	487