



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, May 16, 2024

5:00 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2023/24-27

Allotted Time

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

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:
a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Four Potential Cases)

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

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

3.4 Government code 54956.8—Conference with Real Property Negotiators
Property: 4591 Perry Ave, Sacramento Ca 95820
Agency Negotiator: Chris Ralston
Negotiating Parties: Southgate Parks and Recreation District
Under Negotiation: Price and terms

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

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Lavinia Phillips*

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

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

6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**

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

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

8.1 *Employee Organization Reports:*

- *SCTA*
- *SEIU*
- *TCS*
- *Teamsters*
- *UPE*

Information
SCTA – 15 minutes
SEIU – 3 minutes
TCS – 3 minutes
Teamsters – 3 minutes
UPE – 3 minutes

7:27 p.m. **8.2 District Advisory Committees:**

- *Student Advisory Council*
- *Community Advisory Committee*
- *District English Learner Advisory Committee*
- *Local Control Accountability Plan/Parent Advisory Committee*
- *Black/African American Advisory Board*
- *Community Schools Advisory Committee*
- *American Indian Education Program Parent Committee*

Information
3 minutes each

9.0 SPECIAL PRESENTATION

7:48 p.m. **9.1 Middle School Mathletes Awards & Recognition**
(Suzie Craig)

Information
10 minute presentation
5 minute discussion

8:03 p.m.	9.2	2024-2025 Classified Champions (Dr. Tiffany Smith-Simmons)	Information 10 minute presentation 5 minute discussion
8:18 p.m.	9.3	2024-2025 Teacher of the Year (Dr. Tiffany Smith-Simmons)	Information 5 minute presentation 5 minute discussion
8:28 p.m.	9.4	Approve Asian American and Pacific Islander Heritage Month Resolution No. 3413 (Board Member Jasjit Singh)	Action 5 minute presentation 5 minute discussion
8:38 p.m.	9.5	A-G Incentive Grant (Christina Espinosa)	Information 15 minute presentation 10 minute discussion
9:03 p.m.	9.6	Black/African American Advisory Board (B/AAAB) Annual Update (Terrence Gladney)	Information 15 minute presentation 15 minute discussion
9:33 p.m.	9.7	Special Education: CDE Notification of Continued Noncompliance (Yvonne Wright & Geovanni Linares)	Information 15 minute presentation 10 minute discussion

10.0 PUBLIC HEARING

9:58 p.m.	10.1	Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the Teamsters Classified Supervisors (TCS) (Cancy McArn & Janea Marking)	Public Hearing/Action 5 minute presentation 5 minute discussion
10:08 p.m.	10.2	Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the Teamsters, Local 150 Union (Cancy McArn & Janea Marking)	Public Hearing/Action 5 minute presentation 5 minute discussion
10:18 p.m.	10.3	Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the United Professional Educators (UPE) (Cancy McArn & Janea Marking)	Public Hearing/Action 5 minute presentation 5 minute discussion

11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

10:28 p.m.	11.1	Approve Resolution No. 3412: Authorizing Execution of Delegate Agency Agreement From the Sacramento Employment and Training Agency (Yvonne Wright)	Action 5 minute presentation 5 minute discussion
10:38 p.m.	11.2	2023-24 Annual LCSSP Grant Update: Student Attendance & Engagement and the CARE Team (Jennifer Kretschman)	Information 15 minute presentation 5 minute discussion

12.0 COMMUNICATIONS

10:58 p.m.	12.1	Student Member Report (Liliana Miller Segura)	Information 5 minutes
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11:03 p.m.	12.2	<i>President’s Report (Lavinia Phillips)</i>	Information 5 minutes
11:08 p.m.	12.3	<i>Information Sharing by Board Members</i>	Information 10 minutes

11:18 p.m.	13.0	CONSENT AGENDA	Action 2 minutes
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Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

13.1 Items Subject or Not Subject to Closed Session:

13.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

13.1b Approve Personnel Transactions (Cancy McArn)

13.1c Approve Donations to the District for the Period of March 1-31, 2024 (Janea Marking)

13.1d Approve Purchase Order Board Report for the Period of March 15, 2024, through April 14, 2024 (Janea Marking)

13.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 1-31, 2024 (Janea Marking)

13.1f Approve California Middle Field Trip to Ashland, OR from June 7-9, 2024 (Mary Hardin Young and Jerad Hyden)

13.1g Approve Facility Use Agreements for Charter Schools: California Montessori Project, Sol Aureus College Preparatory, St. Hope Public School 7, St. Hope Sacramento Charter High School, & Yav Pem Suab Academy (Mary Hardin Young, Amanda Goldman, & Nathaniel Browning)

13.1h Approve Resolution No. 3413: Resolution of Intention to Convey Public Utilities Easement to California- American Water at Nicholas Elementary School (Janea Marking)

13.1i Approval of Unauthorized Vendors (Janea Marking)

13.1j Approve SETA Head Start Budget COLA for 2024-25 School Year (Yvonne Wright)

13.1k Approve SETA Head Start Budget Modification (Yvonne Wright)

13.1l Approve Resolution No. 3414: Resolution Regarding Board Stipends (Lisa Allen)

13.1m Approve Resolution No. 3415: Resolution Regarding Board Stipends (Lisa Allen)

13.1n Approve Resolution No. 3416: Resolution Regarding Board Stipends (Lisa Allen)

11:20 p.m. **14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

14.1 Business and Financial Information: Enrollment Report – Month 7 Ending Friday, March 22, 2024 (Janea Marking)

11:22 p.m. **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ *June 6, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ *June 20, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

11:24 p.m. **16.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: May 16, 2024

Subject: Middle School Mathletes Awards & Recognition

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

Division: Academic Office, Curriculum & Instruction Department

Recommendation: N/A

Background/Rationale: SCUSD's Middle School Mathletes engages grade 7-8 scholars in challenging math competitions. Middle school teams worked with their teacher leaders and teammates to practice and compete monthly. Students earned points for each Mathletes Test they completed at monthly competitions, and schools were awarded 1st – 3rd place each month based on total points earned.

On May 16, 2024, the high-point earners and their families will be invited to the Board Meeting to be recognized and receive awards donated from CSU Sacramento.

Financial Considerations: None

Teachers and central office leaders volunteered their time to facilitate the monthly Middle School Mathletes Competitions. CSU Sacramento donated gift cards.

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

Documents Attached: N/A

Estimated Time of Presentation: 10 minutes

Submitted by: Suzie Craig, Coordinator III, Math

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: May 16, 2024

Subject: 2024-2025 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 Classified Champions

Estimated Time of Presentation: 10 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Superintendent

Employee's Name	Job Title	Years of Service
Alicia Washington	Registrar	20 yrs 11 mths
Amanda Kossow	Office Manager	20 yrs 0 mths
Andrew Hernandez	Plant Manager	14 yrs 9 mths
Carrie Borghesi	Food Service Assistant	10 yrs 6 mths
Chi Saykao	Instructional Aide - SPED	28 yrs 4 mths
Cindy Jones	Office Manager	20 yrs 10 mths
Debbie Sarceno	Office Manager	23 yrs 6 mths
Diana Hamilton	Food Service Lead	8 yrs 3 mths
Enedina Vasquez	Plant Manager	16 yrs 3 mths
Eva Gomez	Office Manager	17 yrs 5 mths
Fabiola Ramirez	Nutrition Services Inventory Control Facilitator	21 yrs 3 mths
Garee Hill	Accounting Specialist	8 yrs 11 mths
Jackie Murphy	Bus Driver	11yrs 10 mths
James Hernandez	Plant Manager	30 yrs 4 mths
Jessica Torres	Office Manager	18 yrs 5 mths
Jose Torres	Warehouse Worker	11 yrs 1 mths
Juanda Starks	Office Technician	20 yrs 5 mths
Julia Colvin	Instructional Aide	9 yrs 6 mths
Kenna Montoya	Controller	21 yrs 4 mths
Krishana Carlton	Office Manager	7 yrs 11 mths
Lawrence Williams	Site Computer Support Tech I	18 yrs 0 mths
Leng Vang	YDSS Program Assistant	8 yrs 8 mths
Maha Nour	Teacher Assistant	20 yrs 10 mths
Manida Oriyavong	Office Manager Earl Warren Elementary School	13 yrs 8 mths
Maria Colmenares	Benefits Technician	25 yrs 5 mths
Mirna Madrigal	Plant Manager	13 yrs 10 mths
Nai Saelee	Budget Analyst	7 yrs 10 mths
Nancy Sanchez	RSP Aide, ASES teacher, Volunteer	18 yrs 6 mths
Nanette Prunty	Noon Duty	30 yrs 0 mths
Omi Munthree	Master Scheduler	30 yrs 4 mths
Patrick Watson	Campus Monitor	22 yrs 4 mths
Rachelle Aldama	Nutrition Services Food Service Assistant III	11 yrs 6 mths
Randy Powell	Custodian	16 yrs 11 mths
Ron Stratton	Plant Manager	33 yrs 11 mths
Rosalinda Martinez	Custodian	17 yrs 5 mths
Roxanne Torres	Campus Monitor	27 yrs 2 mths
Sara Matsuura	Occupational Therapist	9 yrs 10 mths
Scott Holton	Asbestos Lead Worker	22 yrs, 0 mths

Employee's Name	Job Title	Years of Service
Sheryl Lederer	Special Education Aide	11 yrs 3 mths
Shiela Alva	Office Technician	18 yrs 11 mths
Shiniece Junious	Special Education Aide	19 yrs 0 mths
Silvia Rincon	Instructional Aide	17 yrs 5 mths
Suada Muran	Food Production Lead	15 yrs 4 mths
Susan Riedell	Clerk II	10 yrs 4 mths
Teresa Lopez	Yard Duty	12 yrs 4 mths
Troy Mietz	Electronic/Locksmith	27 yrs 4 mths
Troy Mowry	Painter	13 yrs 7 mths
Veisia "Leti" Koloamatangi	Office Technician	17 yrs 2 mths
Victor Wong	Site Computer Support Tech II	17 yrs 4 mths



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: May 16, 2024

Subject: 2024-2025 Teacher of the Year

- 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. Teacher of the Year 2024-2025 Time Line
2. Names of the Teacher of the Year will be announced at the Board Meeting

<p>Estimated Time of Presentation: 5 minutes</p> <p>Submitted by: Cancy McArn, Chief Human Resources Officer</p> <p>Approved by: Lisa Allen, Superintendent</p>
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2024-2025

A process completed during the 2023-2024 School Year

Teacher of the Year Timeline

Date	Activity
January 31 – Feb 21	Nomination process at schools
March 1 (deadline for applications March 22)	Teachers nominated receive an invitation to apply
Digital copy of essays sent to committee March 29)	Essays read and ranked by District TOY Selection Committee
Committee meets April 4th finalists contacted April 5	Finalists will be contacted to schedule interview
Interviews April 10-11	Finalists interviewed and submit the classroom schedules to arrange observations
April 15- May 8	If applicable, classroom observations OR interviews with principal (you can still plan for 2 days of observations)
May 9	District TOY makes final recommendation of District TOY
Week of Teacher in May (May 16)	Announcement of District TOY at Board Meeting



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

Meeting Date: May 16, 2024

Subject: Approve Asian American and Pacific Islander Heritage Month
Resolution No. 3413

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

Division: Board Office

Recommendation: Approve proposed resolution.

Background/Rationale: May 2024 has been designated as Asian American and Pacific Islander Heritage Month. The month of May was initially chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869. The majority of the workers who laid the tracks were Chinese immigrants. The Resolution recognizes the importance of the continued contributions of Asian and Pacific Americans within our community, state and nation.

Financial Considerations: N/A

LCAP Goal(s): Family and Community Empowerment; Safe, Emotionally Healthy and Engaged Students

Documents Attached:

Resolution No. 3413

Estimated Time of Presentation: 5 Minutes

Submitted by: Jasjit Singh, Board Member and 1st Vice President

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 3413

Asian American Pacific Islander Heritage Month

WHEREAS, One of the earliest records of Asian and Pacific Islander Americans in the United States dates back to 1763 in New Orleans, Louisiana, where Filipino sailors who worked the Manila-Acapulco trade route settled; and

WHEREAS, Asian and Pacific Islander Americans have made indelible contributions to the history of California and the United States that include, but are not limited to, building the Transcontinental Railroad, serving honorably in the Armed Forces, co-organizing the Delano Grape Strike, and advocating for civil rights; and

WHEREAS, Asian and Pacific Islander Americans have endured hardships, including unjust working conditions, prejudice, and discrimination in some of the darkest times in our state's and nation's history, including the Chinese Exclusion Act, Bellingham Riots, Immigration Act of 1924, naturalized citizenship ineligibility, the Alien Land Law, anti-miscegenation laws, Japanese internment, post 9/11 racism, Muslim Ban, and most recently anti-Asian hate; and

WHEREAS, Asian and Pacific Islander Americans continue to cultivate, advance, and lead in the fields of art, fashion, business, technology, education, science, government, law, humanities, medicine, sports, and entertainment; and

WHEREAS, California is home to over 6.3 million Asian and Pacific Islander Americans, more than any other state, and Asian and Pacific Islander Americans are one of the fastest growing ethnic populations in the state and nation; and

WHEREAS, California is home to the first Sikh Gurdwara (Stockton Sikh Temple) and the first Buddhist Temple (San Francisco) built in the United States; and

WHEREAS, Asian and Pacific Islander Americans constitute 16 percent of California's population and represent diverse ancestries from Central Asia, East Asia, Hawai'i and Pacific Islands, Southeast Asia, South Asia, and West Asia, that account for over 60 percent of the world population; and

WHEREAS, California's Asian and Pacific Islander American entrepreneurs are innovative and lead many successful businesses to the pinnacle of their respective industries nationally and globally, and 31.5 percent of the nation's Asian-owned businesses are in California; and

WHEREAS, Sacramento City Unified School District has more than 9000 students who identify as Asian American Pacific Islander

WHEREAS, Federal law designates May as "Asian/Pacific American Heritage Month" in Section 102 of Title 36 of the United States Code; and

WHEREAS, Celebrating Asian and Pacific Islander Heritage Month provides Californians with an opportunity to recognize the achievements, contributions, and history of Asian and Pacific Islander Americans; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED, that the month of May 2024 and every May thereafter be recognized as Asian American Pacific Islander heritage month in SCUSD.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16h day of May, 2024, by the following vote:

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

ATTESTED TO:

Lavinia Grace Phillips
President of the Board of Education

Lisa Allen
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

Meeting Date: May 16, 2024

Subject: A-G Incentive Grant Update

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

Division: College & Career Readiness Department (CCR) & Curriculum & Instruction

Recommendation: N/A

Background/Rationale:

The A-G Incentive Grant from CDE (2022-2025) provides our district \$3.1 million to fund activities that directly support pupil access to, and successful completion of, the A-G course requirements. The A-G/College Entrance Requirements are a sequence of high school courses that students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). The purpose of this presentation is to provide the school board and the community an update on this effort.

Financial Considerations: \$3.1 million dollars (state grant)

LCAP Goal(s):

- By 2027, the following cohort outcomes will be achieved: Graduation rate increased by 5% and College/Career Indicator (CCI) indicator increased by 1 Status Level from the 2023-24 Dashboard

Documents Attached: N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Christina Espinosa, Director, College & Career Readiness

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

Meeting Date: May 16, 2024

Subject: Black/African American Advisory Board (B/AAAB) Annual Update

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

Division: Deputy Superintendent

Recommendation: N/A

Background/Rationale: The purpose of this board agenda item is to provide a year-to-date update on the work of the Black/African American Advisory Board (B/AAAB) and a roadmap for the coming year. Over the past year, the B/AAAB has strengthened its infrastructure, directly engaged in the district's LCAP and other initiatives to ensure the recommendations are interwoven into district priorities, policies and practices and are strategically advocating on behalf of, and with, Black/African American students. This presentation will share key takeaways in the B/AAAB's work, propose next steps and solicit continued and increased Board of Education and Staff feedback, engagement and partnership.

Financial Considerations: N/A

LCAP Goal(s):

- Goal 1: College/Career Readiness
- Goal 2: Foundational/Tier 1 Educational Experience
- Goal 3: Integrated Supports
- Goal 4: Culture and Climate
- Goal 5: Engagement and Empowerment

Documents Attached:

N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Terrence Gladney, Chair, B/AAAB

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.7

Meeting Date: May 16, 2024

Subject: Special Education: CDE Notification of Continued Noncompliance

- 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:

Background/Rationale: The California Department of Education (CDE) recently sent notification regarding continued noncompliance by the Sacramento City Unified School District on matters related to special education. This is important for the Board to know because the district has been designated as a high risk grantee of apportionment for 2023-2024 and 2024-2025.

Financial Considerations: N/A

LCAP Goal(s): N/A

Documents Attached: N/A

<p>Estimated Time of Presentation: 15 minutes</p> <p>Submitted by: Yvonne Wright, Chief Academic Officer Geovanni Linares, SELPA Director</p> <p>Approved by: Lisa Allen, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: May 16, 2024

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

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

Division: Labor Relations; Business Services

Recommendation: Approve agreement between SCUSD and Teamsters Classified Supervisors for the 2023-24, 2024-25 and 2025-26 school year.

Background/Rationale: The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase retroactive to July 1, 2023 for all represented TCS members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year for all represented TCS members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

Financial Considerations: Retroactive costs for all funds for the 2023-24 year of approximately \$139K, ongoing costs of \$208K for all funds.

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

Documents Attached:

- AB 1200 Disclosure

- MOU between SCUSD and Teamsters Classified Supervisors

Estimated Time of Presentation: 5 Minutes
Submitted by: Janea Marking, Chief Business and Operation
Officer
Approved by: Lisa Allen, Superintendent

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

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

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 2,532,724	\$ 101,309	\$ 151,963	\$ 151,963
		4.00%	5.77%	5.45%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.			\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 934,575	\$ 37,383	\$ 56,075	\$ 56,075
		4.00%	5.77%	5.45%
4. Health/Welfare Plans	\$ 609,695	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 4,076,994	\$ 138,692	\$ 208,038	\$ 208,038
		3.40%	4.93%	4.70%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	24.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 169,875	\$ 5,779	\$ 8,668	\$ 8,668
		3.40%	4.93%	4.70%

A. Proposed Change in Compensation (Continued)

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

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented Teannsters Classified Supervisors members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

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

No

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

NA

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

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

NA

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

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

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

NA

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

NA

F. Source of Funding for Proposed Agreement:

1. Current Year

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

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

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

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

NA

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

Teamsters Classified Supervisors

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 500,355,264		\$ -	\$ 500,355,264
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue 8600-8799	\$ 7,588,879		\$ -	\$ 7,588,879
TOTAL REVENUES	\$ 520,088,413		\$ -	\$ 520,088,413
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 218,797,664		\$ 656,397	\$ 219,454,061
Classified Salaries 2000-2999	\$ 52,646,090	\$ 2,449	\$ 193,496	\$ 52,842,035
Employee Benefits 3000-3999	\$ 139,273,776	\$ 904	\$ 216,464	\$ 139,491,144
Books and Supplies 4000-4999	\$ 8,116,981		\$ -	\$ 8,116,981
Services and Other Operating Expenditures 5000-5999	\$ 33,534,652		\$ -	\$ 33,534,652
Capital Outlay 6000-6999	\$ 1,547,177		\$ -	\$ 1,547,177
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,610,122)		\$ -	\$ (8,610,122)
TOTAL EXPENDITURES	\$ 446,816,518	\$ 3,353	\$ 1,066,357	\$ 447,886,228
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions 8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
OPERATING SURPLUS (DEFICIT)*	\$ (46,373,688)	\$ (3,353)	\$ (1,066,357)	\$ (47,443,398)
BEGINNING FUND BALANCE				
9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 89,266,486	\$ (3,353)	\$ (1,066,357)	\$ 88,196,776
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted 9740				
Committed 9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned 9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties 9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount 9790	\$ 71,083,561	\$ (3,353)	\$ 9,109,123	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit:

Teamsters Classified Supervisors

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue 8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue 8300-8599	\$ 115,349,693		\$ -	\$ 115,349,693
Other Local Revenue 8600-8799	\$ 4,064,125		\$ -	\$ 4,064,125
TOTAL REVENUES	\$ 270,122,981		\$ -	\$ 270,122,981
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 91,290,982		\$ 108,434	\$ 91,399,416
Classified Salaries 2000-2999	\$ 36,636,048	\$ 58,801	\$ 14,836	\$ 36,709,684
Employee Benefits 3000-3999	\$ 88,493,691	\$ 21,698	\$ 29,438	\$ 88,544,827
Books and Supplies 4000-4999	\$ 46,803,994			\$ 46,803,994
Services and Other Operating Expenditures 5000-5999	\$ 112,606,894		\$ -	\$ 112,606,894
Capital Outlay 6000-6999	\$ 22,969,217		\$ -	\$ 22,969,217
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,218,308		\$ -	\$ 7,218,308
TOTAL EXPENDITURES	\$ 406,019,133	\$ 80,498	\$ 152,708	\$ 406,252,340
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
OPERATING SURPLUS (DEFICIT)*	\$ (13,882,308)	\$ (80,498)	\$ (152,708)	\$ (14,115,515)
BEGINNING FUND BALANCE				
9791	\$ 122,292,561			\$ 122,292,561
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 108,410,253	\$ (80,498)	\$ (152,708)	\$ 108,177,046
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (80,498)	\$ 80,498	\$ -

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Teamsters Classified Supervisors

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 502,833,480		\$ -	\$ 502,833,480
Federal Revenue	8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue	8300-8599	\$ 127,493,963		\$ -	\$ 127,493,963
Other Local Revenue	8600-8799	\$ 11,653,004		\$ -	\$ 11,653,004
TOTAL REVENUES		\$ 790,211,394		\$ -	\$ 790,211,394
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 310,088,646	\$ -	\$ 764,832	\$ 310,853,477
Classified Salaries	2000-2999	\$ 89,282,138	\$ 61,250	\$ 208,332	\$ 89,551,719
Employee Benefits	3000-3999	\$ 227,767,467	\$ 22,601	\$ 245,902	\$ 228,035,970
Books and Supplies	4000-4999	\$ 54,920,975		\$ -	\$ 54,920,975
Services and Other Operating Expenditures	5000-5999	\$ 146,141,546		\$ -	\$ 146,141,546
Capital Outlay	6000-6999	\$ 24,516,394		\$ -	\$ 24,516,394
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,391,814)		\$ -	\$ (1,391,814)
TOTAL EXPENDITURES		\$ 852,835,651	\$ 83,851	\$ 1,219,065	\$ 854,138,568
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (60,255,996)	\$ (83,851)	\$ (1,219,065)	\$ (61,558,912)
BEGINNING FUND BALANCE					
	9791	\$ 257,932,734			\$ 257,932,734
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 197,676,739	\$ (83,851)	\$ (1,219,065)	\$ 196,373,822
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed	9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned	9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties	9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 71,083,561	\$ (83,851)	\$ 9,189,621	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

Teamsters Classified Supervisors

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 31,045,305		\$ -	\$ 31,045,305
Other State Revenue 8300-8599	\$ 4,177,415		\$ -	\$ 4,177,415
Other Local Revenue 8600-8799	\$ 638,600		\$ -	\$ 638,600
TOTAL REVENUES	\$ 35,861,319		\$ -	\$ 35,861,319
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 11,801,120	\$ 40,059	\$ -	\$ 11,841,179
Employee Benefits 3000-3999	\$ 8,035,567	\$ 14,782	\$ -	\$ 8,050,349
Books and Supplies 4000-4999	\$ 16,228,144		\$ -	\$ 16,228,144
Services and Other Operating Expenditures 5000-5999	\$ 853,081		\$ -	\$ 853,081
Capital Outlay 6000-6999	\$ 801,437		\$ -	\$ 801,437
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 674,012		\$ -	\$ 674,012
TOTAL EXPENDITURES	\$ 38,393,361	\$ 54,841	\$ -	\$ 38,448,202
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,532,041)	\$ (54,841)	\$ -	\$ (2,586,882)
BEGINNING FUND BALANCE				
9791	\$ 18,388,342			\$ 18,388,342
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 15,856,301	\$ (54,841)	\$ -	\$ 15,801,460
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 15,629,851	\$ (357,634)	\$ -	\$ 15,272,217
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 226,450	\$ -	\$ -	\$ 226,450
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 302,793	\$ -	\$ 302,793

*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 1,066,357	Projected total cost of other settlement agreements including UPE, Teams
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 152,708	Reductions to books/operating costs to offset increase in salaries/benefits.
Other Financing Sources/Uses	\$ -	

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

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

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

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

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 68,336	
Other Financing Sources/Uses	\$ -	

Additional Comments:

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Unrestricted General Fund MYP
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 500,355,264	\$ 486,482,344	\$ 487,802,278
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue 8600-8799	\$ 7,588,879	\$ 4,400,000	\$ 4,400,000
TOTAL REVENUES	\$ 520,088,413	\$ 506,916,607	\$ 508,236,541
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 219,454,061	\$ 215,574,319	\$ 220,809,837
Classified Salaries 2000-2999	\$ 52,842,035	\$ 48,090,834	\$ 49,464,653
Employee Benefits 3000-3999	\$ 139,491,144	\$ 136,552,400	\$ 147,553,448
Books and Supplies 4000-4999	\$ 8,116,981	\$ 8,736,981	\$ 8,736,981
Services and Other Operating Expenditures 5000-5999	\$ 33,534,652	\$ 31,711,263	\$ 31,711,263
Capital Outlay 6000-6999	\$ 1,547,177	\$ 86,235	\$ 86,235
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,610,122)	\$ (6,757,168)	\$ (6,837,869)
Other Adjustments			
TOTAL EXPENDITURES	\$ 447,886,228	\$ 435,505,164	\$ 453,034,848
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses 7600-7699	\$ 107,138		
Contributions 8980-8999	\$ (122,013,844)	\$ (124,525,822)	\$ (137,787,851)
OPERATING SURPLUS (DEFICIT)*	\$ (47,443,398)	\$ (50,746,118)	\$ (80,217,896)
BEGINNING FUND BALANCE			
9791	\$ 135,640,173	\$ 88,196,776	\$ 37,450,658
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 88,196,776	\$ 37,450,658	\$ (42,767,238)
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned 9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount 9790	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Teamsters Classified Supervisors

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue 8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue 8300-8599	\$ 115,349,693	\$ 98,850,518	\$ 98,850,518
Other Local Revenue 8600-8799	\$ 4,064,125	\$ 2,519,507	\$ 2,519,507
TOTAL REVENUES	\$ 270,122,981	\$ 142,988,019	\$ 142,988,019
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 91,399,416	\$ 90,845,159	\$ 72,221,407
Classified Salaries 2000-2999	\$ 36,709,684	\$ 37,094,592	\$ 29,212,415
Employee Benefits 3000-3999	\$ 88,544,827	\$ 94,471,291	\$ 83,064,708
Books and Supplies 4000-4999	\$ 46,803,994	\$ 13,035,699	\$ 13,136,290
Services and Other Operating Expenditures 5000-5999	\$ 112,606,894	\$ 83,731,333	\$ 86,719,153
Capital Outlay 6000-6999	\$ 22,969,217	\$ 4,483,222	\$ 4,483,222
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,218,308	\$ 5,365,354	\$ 5,446,055
Other Adjustments		\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES	\$ 406,252,340	\$ 326,462,652	\$ 289,810,250
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ 124,525,822	\$ 137,787,851
OPERATING SURPLUS (DEFICIT)*	\$ (14,115,515)	\$ (58,948,811)	\$ (9,034,380)
BEGINNING FUND BALANCE			
9791	\$ 122,292,561	\$ 108,177,046	\$ 49,228,236
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 108,177,046	\$ 49,228,236	\$ 40,193,856
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (466,414)	\$ (699,620)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bargaining Unit:		Combined General Fund MYP Teamsters Classified Supervisors		
		2023-24	2024-25	2025-26
Object Code		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ 502,833,480	\$ 488,960,560	\$ 490,280,494
Federal Revenue	8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue	8300-8599	\$ 127,493,963	\$ 114,884,781	\$ 114,884,782
Other Local Revenue	8600-8799	\$ 11,653,004	\$ 6,919,507	\$ 6,919,507
TOTAL REVENUES		\$ 790,211,394	\$ 649,904,626	\$ 651,224,560
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 310,853,477	\$ 306,419,479	\$ 293,031,244
Classified Salaries	2000-2999	\$ 89,551,719	\$ 85,185,426	\$ 78,677,069
Employee Benefits	3000-3999	\$ 228,035,970	\$ 231,023,691	\$ 230,618,156
Books and Supplies	4000-4999	\$ 54,920,975	\$ 21,772,680	\$ 21,873,271
Services and Other Operating Expenditures	5000-5999	\$ 146,141,546	\$ 115,442,596	\$ 118,430,416
Capital Outlay	6000-6999	\$ 24,516,394	\$ 4,569,457	\$ 4,569,457
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,391,814)	\$ (1,391,814)	\$ (1,391,814)
Other Adjustments			\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES		\$ 854,138,568	\$ 761,967,815	\$ 742,845,098
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (61,558,912)	\$ (109,694,928)	\$ (89,252,276)
BEGINNING FUND BALANCE				
	9791	\$ 257,932,734	\$ 196,373,822	\$ 86,678,894
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 196,373,822	\$ 86,678,894	\$ (2,573,382)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted	9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed	9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned	9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount	9790	\$ 80,189,331	\$ 21,492,598	\$ (58,576,051)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 17,084,914	\$ 15,239,356	\$ 14,856,902

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 97,023,199	\$ 37,125,658	\$ (43,092,238)
f.	Reserve for Economic Uncertainties Percentage	11.36%	4.87%	-5.80%

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

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

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

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

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 138,692
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (83,851)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (54,841)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (138,692)

Variance \$ 0

Variance Explanation:

Variance due to other agreements happening that are impacting the funds listed on this form

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (60,255,996)	(7.1%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (61,558,912)	(7.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	#####	(14.4%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (89,252,276)	(12.0%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,563,999)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,473,001)	Projected reduction to categorical programs to offset salary increases.

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

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

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

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

Board Actions

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

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 1,426,093
Ending Balance(s) Increase/(Decrease)	\$ (1,426,093)

Subsequent Years

Budget Adjustment Categories:

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

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent (Signature)	Date
---	-------------

I hereby certify I am unable to certify

Chief Business Official (Signature)	Date
---	-------------

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

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

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Please see attached documents.

Lined area for assumptions and explanations.

Concerns regarding affordability of agreement in subsequent years (if any):

Lined area for concerns regarding affordability of agreement in subsequent years.

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

District Superintendent
(Signature)

Date

Contact Person

Phone

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

President (or Clerk), Governing Board
(Signature)

Date

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

Tentative Agreement

**Between
The Sacramento City Unified School District
&
Teamsters Classified Supervisors**

April 18, 2024

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

Contract Term:

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

Article 6: Compensation
Article 8: Hours
Article 9: Assignments
Article 10: Holidays
Article 11: Vacations
Article 13: Transfers/Promotions
Article 14: Performance Evaluations
Article 15: Personnel Files
Article 17: Professional Growth Program
Article 23: Duration

Article 6 - Compensation:

The parties agree to a **four percent (4%)** across-the-board salary increase retroactive to July 1, 2023 for all represented TCS members.

The parties agree to a **two percent (2%)** across-the-board salary increase for the 2024-2025 school year.

Longevity Incentives:

Longevity Steps: Commencing with the 2023 -2024 school year, TCS members will be eligible for longevity steps at the following years:

- 10 years of service = 3% of employee's base salary
- 16 years of service = 4.5% of employee's base salary
- 19 years of service = 6% of employee's base salary
- 22 years of service = 7.5% of employee's base salary
- 25 years of service = 9% of employee's base salary

- 30 years of service = 10.5% of employee's base salary

Early Opening Impact Days:

The parties agree that if the State Board of Education (SBE) approves the waiver requested by the District to increase the school year by eight (8) instructional days in the 2024-2025 and the 2025-2026 school years, then the parties agree the 10-month work calendar for TCS will be increased by eight (8) additional work days for the 2024-2025 and the 2025-2026 school years:

- Calendar N will increase from 188 work days to 196 work days

If the SBE approves the District's waiver request, those TCS members on a 12-month calendar, will receive eight (8) Early Opening Impact Days for the 2024-2025 and the 2025-2026 school years that can be used throughout those school years, with prior approval.

Classification / Compensation Study

TCS agrees to withdraw its prior request that the District conduct a classification and compensation study.

Article 11.4.4

The parties agree that Article 11.4.4 language will be amended as follows:

Earned vacation is to be taken within twelve (12) months following earning except that a maximum of ~~twelve (12)~~ seventeen (17) days may be accumulated beyond that period. After the completion of five (5) years of District service, ~~fourteen (14)~~ nineteen (19) days may be accumulated.

Completion of Negotiations:

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

For SCUSD

Lisa Allen
Lisa Allen, Interim Superintendent

4.30.24
Date

For TCS

Negotiators / TCS Members

Date
Alan Daurie
Alan Daurie, Business Agent
4/24/24
Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: May 16, 2024

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

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

Division: Labor Relations; Business Services

Recommendation: Approve agreement between SCUSD and Teamsters for school years 2023-24, 2024-25 and 2025-26.

Background/Rationale: The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase for the 2023-24 school year, which will be added to the salary schedule for all represented Teamsters members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year, which will be added to the salary schedule for all represented Teamsters members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

The attached agreement closes all negotiations for the period from July 1, 2023 to June 30, 2026.

Financial Considerations: Retroactive costs for all funds for the 2023-24 year of approximately \$303.5K, ongoing costs of \$455K for all funds.

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

Documents Attached:

- AB 1200 Disclosure
- MOU between SCUSD and Teamsters

<p>Estimated Time of Presentation: 5 Minutes Submitted by: Janea Marking, Chief Business and Operation Officer Approved by: Lisa Allen, Superintendent</p>

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

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

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 5,540,513	\$ 221,621	\$ 332,431	\$ 332,431
		4.00%	5.77%	5.45%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.			\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,044,449	\$ 81,778	\$ 122,667	\$ 122,667
		4.00%	5.77%	5.45%
4. Health/Welfare Plans	\$ 1,851,050	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 9,436,012	\$ 303,398	\$ 455,098	\$ 455,098
		3.22%	4.67%	4.46%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	74.00			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 127,514	\$ 4,100	\$ 6,150	\$ 6,150
		3.22%	4.67%	4.46%

A. Proposed Change in Compensation (Continued)

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

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented Teamsters members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

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

No

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

NA

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

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

NA

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

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

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

NA

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

NA

F. Source of Funding for Proposed Agreement:

1. Current Year

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

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

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

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

NA

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

Teamsters

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 500,355,264		\$ -	\$ 500,355,264
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue	8600-8799	\$ 7,588,879		\$ -	\$ 7,588,879
TOTAL REVENUES		\$ 520,088,413		\$ -	\$ 520,088,413
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 218,797,664		\$ 656,397	\$ 219,454,061
Classified Salaries	2000-2999	\$ 52,646,090	\$ 193,496	\$ 2,449	\$ 52,842,035
Employee Benefits	3000-3999	\$ 139,273,776	\$ 71,400	\$ 145,967	\$ 139,491,144
Books and Supplies	4000-4999	\$ 8,116,981		\$ -	\$ 8,116,981
Services and Other Operating Expenditures	5000-5999	\$ 33,534,652		\$ -	\$ 33,534,652
Capital Outlay	6000-6999	\$ 1,547,177		\$ -	\$ 1,547,177
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,610,122)		\$ -	\$ (8,610,122)
TOTAL EXPENDITURES		\$ 446,816,518	\$ 264,896	\$ 804,814	\$ 447,886,228
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions	8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
OPERATING SURPLUS (DEFICIT)*		\$ (46,373,688)	\$ (264,896)	\$ (804,814)	\$ (47,443,398)
BEGINNING FUND BALANCE					
	9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 89,266,486	\$ (264,896)	\$ (804,814)	\$ 88,196,776
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned	9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties	9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 71,083,561	\$ (264,896)	\$ 9,370,666	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Restricted General Fund
Teamsters**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue	8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue	8300-8599	\$ 115,349,693		\$ -	\$ 115,349,693
Other Local Revenue	8600-8799	\$ 4,064,125		\$ -	\$ 4,064,125
TOTAL REVENUES		\$ 270,122,981		\$ -	\$ 270,122,981
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 91,290,982		\$ 108,434	\$ 91,399,416
Classified Salaries	2000-2999	\$ 36,636,048	\$ 14,836	\$ 58,801	\$ 36,709,684
Employee Benefits	3000-3999	\$ 88,493,691	\$ 5,474	\$ 45,661	\$ 88,544,827
Books and Supplies	4000-4999	\$ 46,803,994			\$ 46,803,994
Services and Other Operating Expenditures	5000-5999	\$ 112,606,894			\$ 112,606,894
Capital Outlay	6000-6999	\$ 22,969,217		\$ -	\$ 22,969,217
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,218,308		\$ -	\$ 7,218,308
TOTAL EXPENDITURES		\$ 406,019,133	\$ 20,310	\$ 212,897	\$ 406,252,340
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
OPERATING SURPLUS (DEFICIT)*		\$ (13,882,308)	\$ (20,310)	\$ (212,897)	\$ (14,115,515)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 108,410,253	\$ (20,310)	\$ (212,897)	\$ 108,177,046
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (20,310)	\$ 20,310	\$ -

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 502,833,480		\$ -	\$ 502,833,480
Federal Revenue	8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue	8300-8599	\$ 127,493,963		\$ -	\$ 127,493,963
Other Local Revenue	8600-8799	\$ 11,653,004		\$ -	\$ 11,653,004
TOTAL REVENUES		\$ 790,211,394		\$ -	\$ 790,211,394
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 310,088,646	\$ -	\$ 764,832	\$ 310,853,477
Classified Salaries	2000-2999	\$ 89,282,138	\$ 208,332	\$ 61,250	\$ 89,551,719
Employee Benefits	3000-3999	\$ 227,767,467	\$ 76,874	\$ 191,629	\$ 228,035,970
Books and Supplies	4000-4999	\$ 54,920,975		\$ -	\$ 54,920,975
Services and Other Operating Expenditures	5000-5999	\$ 146,141,546		\$ -	\$ 146,141,546
Capital Outlay	6000-6999	\$ 24,516,394		\$ -	\$ 24,516,394
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,391,814)		\$ -	\$ (1,391,814)
TOTAL EXPENDITURES		\$ 852,835,651	\$ 285,206	\$ 1,017,710	\$ 854,138,568
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (60,255,996)	\$ (285,206)	\$ (1,017,710)	\$ (61,558,912)
BEGINNING FUND BALANCE					
	9791	\$ 257,932,734			\$ 257,932,734
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 197,676,739	\$ (285,206)	\$ (1,017,710)	\$ 196,373,822
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed	9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned	9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties	9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 71,083,561	\$ (285,206)	\$ 9,390,976	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ 1,414,904		\$ -	\$ 1,414,904
Other State Revenue	8300-8599	\$ 2,386,205		\$ -	\$ 2,386,205
Other Local Revenue	8600-8799	\$ 3,342,562		\$ -	\$ 3,342,562
TOTAL REVENUES		\$ 7,143,671		\$ -	\$ 7,143,671
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 2,411,512	\$ -	\$ -	\$ 2,411,512
Classified Salaries	2000-2999	\$ 1,316,412	\$ 6,125	\$ -	\$ 1,322,536
Employee Benefits	3000-3999	\$ 2,394,425	\$ 2,260	\$ -	\$ 2,396,685
Books and Supplies	4000-4999	\$ 475,871		\$ -	\$ 475,871
Services and Other Operating Expenditures	5000-5999	\$ 1,029,743		\$ -	\$ 1,029,743
Capital Outlay	6000-6999	\$ 43,119		\$ -	\$ 43,119
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 75,212		\$ -	\$ 75,212
TOTAL EXPENDITURES		\$ 7,746,293	\$ 8,385	\$ -	\$ 7,754,678
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 107,138		\$ -	\$ 107,138
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (495,484)	\$ (8,385)	\$ -	\$ (503,869)
BEGINNING FUND BALANCE					
	9791	\$ 1,061,008			\$ 1,061,008
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 565,523	\$ (8,385)	\$ -	\$ 557,139
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 565,523	\$ (8,385)	\$ -	\$ 557,139

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

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

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ 702,633		\$ -	\$ 702,633
Other State Revenue	8300-8599	\$ 2,339,081		\$ -	\$ 2,339,081
Other Local Revenue	8600-8799	\$ 5,000		\$ -	\$ 5,000
TOTAL REVENUES		\$ 3,046,714		\$ -	\$ 3,046,714
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 9,824,941		\$ 36,821	\$ 9,861,762
Classified Salaries	2000-2999	\$ 1,267,415	\$ 7,164		\$ 1,274,579
Employee Benefits	3000-3999	\$ 6,294,201	\$ 2,644	\$ 8,137	\$ 6,304,982
Books and Supplies	4000-4999	\$ 3,532,887		\$ -	\$ 3,532,887
Services and Other Operating Expenditures	5000-5999	\$ 2,232,066		\$ -	\$ 2,232,066
Capital Outlay	6000-6999	\$ 183,608		\$ -	\$ 183,608
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 75,270		\$ -	\$ 75,270
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 23,410,387	\$ 9,808	\$ 44,958	\$ 23,465,153
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
OPERATING SURPLUS (DEFICIT)*		\$ (22,839,072)	\$ (9,808)	\$ (44,958)	\$ (22,893,838)
BEGINNING FUND BALANCE					
	9791	\$ 15,520,269			\$ 15,520,269
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ (7,318,803)	\$ (9,808)	\$ (44,958)	\$ (7,373,569)
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 5,692,901	\$ -	\$ -	\$ 5,692,901
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 6,340,560	\$ -	\$ -	\$ 6,340,560
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (19,352,265)	\$ (9,808)	\$ (44,958)	\$ (19,407,031)

*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 804,814	Projected total cost of other settlement agreements including UPE, Teams
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 212,897	Projected total cost of other settlement agreements including UPE, Teams
Other Financing Sources/Uses	\$ -	

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

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

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

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

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 44,958	
Other Financing Sources/Uses	\$ -	

Additional Comments:

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Teamsters

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 500,355,264	\$ 486,482,344	\$ 487,802,278
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue 8600-8799	\$ 7,588,879	\$ 4,400,000	\$ 4,400,000
TOTAL REVENUES	\$ 520,088,413	\$ 506,916,607	\$ 508,236,541
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 219,454,061	\$ 215,574,319	\$ 220,809,837
Classified Salaries 2000-2999	\$ 52,842,035	\$ 48,090,834	\$ 49,464,653
Employee Benefits 3000-3999	\$ 139,491,144	\$ 136,552,400	\$ 147,553,448
Books and Supplies 4000-4999	\$ 8,116,981	\$ 8,736,981	\$ 8,736,981
Services and Other Operating Expenditures 5000-5999	\$ 33,534,652	\$ 31,711,263	\$ 31,711,263
Capital Outlay 6000-6999	\$ 1,547,177	\$ 86,235	\$ 86,235
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,610,122)	\$ (6,757,168)	\$ (6,837,869)
Other Adjustments			
TOTAL EXPENDITURES	\$ 447,886,228	\$ 435,505,164	\$ 453,034,848
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses 7600-7699	\$ 107,138		
Contributions 8980-8999	\$ (122,013,844)	\$ (124,525,822)	\$ (137,787,851)
OPERATING SURPLUS (DEFICIT)*	\$ (47,443,398)	\$ (50,746,118)	\$ (80,217,896)
BEGINNING FUND BALANCE			
9791	\$ 135,640,173	\$ 88,196,776	\$ 37,450,658
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 88,196,776	\$ 37,450,658	\$ (42,767,238)
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned 9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount 9790	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Teamsters

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue 8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue 8300-8599	\$ 115,349,693	\$ 98,850,518	\$ 98,850,518
Other Local Revenue 8600-8799	\$ 4,064,125	\$ 2,519,507	\$ 2,519,507
TOTAL REVENUES	\$ 270,122,981	\$ 142,988,019	\$ 142,988,019
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 91,399,416	\$ 90,845,159	\$ 72,221,407
Classified Salaries 2000-2999	\$ 36,709,684	\$ 37,094,592	\$ 29,212,415
Employee Benefits 3000-3999	\$ 88,544,827	\$ 94,471,291	\$ 83,064,708
Books and Supplies 4000-4999	\$ 46,803,994	\$ 13,035,699	\$ 13,136,290
Services and Other Operating Expenditures 5000-5999	\$ 112,606,894	\$ 83,731,333	\$ 86,719,153
Capital Outlay 6000-6999	\$ 22,969,217	\$ 4,483,222	\$ 4,483,222
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,218,308	\$ 5,365,354	\$ 5,446,055
Other Adjustments		\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES	\$ 406,252,340	\$ 326,462,652	\$ 289,810,250
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ 124,525,822	\$ 137,787,851
OPERATING SURPLUS (DEFICIT)*	\$ (14,115,515)	\$ (58,948,811)	\$ (9,034,380)
BEGINNING FUND BALANCE			
9791	\$ 122,292,561	\$ 108,177,046	\$ 49,228,236
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 108,177,046	\$ 49,228,236	\$ 40,193,856
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (466,414)	\$ (699,620)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Teamsters

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 502,833,480	\$ 488,960,560	\$ 490,280,494
Federal Revenue 8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue 8300-8599	\$ 127,493,963	\$ 114,884,781	\$ 114,884,782
Other Local Revenue 8600-8799	\$ 11,653,004	\$ 6,919,507	\$ 6,919,507
TOTAL REVENUES	\$ 790,211,394	\$ 649,904,626	\$ 651,224,560
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 310,853,477	\$ 306,419,479	\$ 293,031,244
Classified Salaries 2000-2999	\$ 89,551,719	\$ 85,185,426	\$ 78,677,069
Employee Benefits 3000-3999	\$ 228,035,970	\$ 231,023,691	\$ 230,618,156
Books and Supplies 4000-4999	\$ 54,920,975	\$ 21,772,680	\$ 21,873,271
Services and Other Operating Expenditures 5000-5999	\$ 146,141,546	\$ 115,442,596	\$ 118,430,416
Capital Outlay 6000-6999	\$ 24,516,394	\$ 4,569,457	\$ 4,569,457
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (1,391,814)	\$ (1,391,814)	\$ (1,391,814)
Other Adjustments		\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES	\$ 854,138,568	\$ 761,967,815	\$ 742,845,098
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses 7600-7699	\$ 107,138	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (61,558,912)	\$ (109,694,928)	\$ (89,252,276)
BEGINNING FUND BALANCE			
9791	\$ 257,932,734	\$ 196,373,822	\$ 86,678,894
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 196,373,822	\$ 86,678,894	\$ (2,573,382)
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed 9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned 9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount 9790	\$ 80,189,331	\$ 21,492,598	\$ (58,576,051)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 17,084,914	\$ 15,239,356	\$ 14,856,902

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 97,023,199	\$ 37,125,658	\$ (43,092,238)
f.	Reserve for Economic Uncertainties Percentage	11.36%	4.87%	-5.80%

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

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

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

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

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 303,398
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (285,206)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (8,385)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (357,634)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (9,808)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (661,032)

Variance \$ (357,634)

Variance Explanation:

Variance due to other agreements happening that are impacting the funds listed on this form

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (60,255,996)	(7.1%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (61,558,912)	(7.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	#####	(14.4%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (89,252,276)	(12.0%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,563,999)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,473,001)	Projected reduction to categorical programs to offset salary increases.

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

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

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

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

Board Actions

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

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 1,723,701
Ending Balance(s) Increase/(Decrease)	\$ (1,723,701)

Subsequent Years

Budget Adjustment Categories:

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

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent (Signature)	Date
---	-------------

I hereby certify I am unable to certify

Chief Business Official (Signature)	Date
---	-------------

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

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Please see attached documents.

Concerns regarding affordability of agreement in subsequent years (if any):

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

District Superintendent
(Signature)

Date

Contact Person

Phone

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

President (or Clerk), Governing Board
(Signature)

Date

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

5

Tentative Agreement

**Between
The Sacramento City Unified School District
&
Teamsters, Local 150**

April 18, 2024

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

Contract Term:

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

Article 6: Compensation
Article 8: Hours
Article 9: Assignments
Article 10: Holidays
Article 11: Vacations
Article 13: Transfers/Promotions
Article 14: Performance Evaluations
Article 15: Personnel Files
Article 17: Professional Growth Program
Article 23: Duration

Article 6 - Compensation:

The parties agree to a **four percent (4%)** across-the-board salary increase for the 2023-2024 school year, which will be added to the salary schedule.

The parties agree to a **two percent (2%)** across-the-board salary increase for the 2024-2025 school year, which will be added to the salary schedule.

Longevity Incentives:

Longevity Steps: Commencing with the 2023 -2024 school year, Teamsters members will be eligible for longevity steps at the following years:

- 10 years of service = 3% of employee's base salary
- 16 years of service = 4.5% of employee's base salary
- 19 years of service = 6% of employee's base salary
- 22 years of service = 7.5% of employee's base salary
- 25 years of service = 9% of employee's base salary

- 30 years of service = 10.5% of employee's base salary

Early Opening Impact Days:

The parties agree that if the State Board of Education (SBE) approves the waiver requested by the District to increase the school year by eight (8) instructional days in the 2024-2025 and the 2025-2026 school years, then the parties agree that Teamsters members on a 12-month calendar, will receive eight (8) Early Opening Impact Days for the 2024-2025 and the 2025-2026 school years that can be used throughout those school years, with prior approval.

Staffing Ratios:

In the fall of each year, the District shall provide Teamsters with the anticipated operations staffing ratio for the next school year. Teamsters shall have 15 days to provide feedback and/or meet with a District designee on the staffing ratio for the next school year.

Classification / Compensation Study

Teamsters agrees to withdraw its prior request that the District conduct a classification and compensation study.

Professional Growth Program - Article 17.6 – Salary Allowable

The parties agree that Article 17.6 language will be amended as follows:

Effective July 1, 2024 the compensation per unit of allowable credit and maximum number of units shall be increased as indicated below:

0-6.5	\$6	<u>\$8</u>
7-13.5	\$7	<u>\$10</u>
14-20.5	\$8	<u>\$11</u>
21-48.5	\$9	<u>\$12.50</u>
49-60	\$10	<u>\$14</u>

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit.

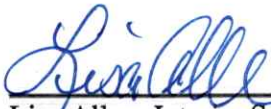
The remainder of the Article 17.6 remains the same.

Completion of Negotiations:

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

For SCUSD



Lisa Allen, Interim Superintendent

4/30/24

Date

For Teamsters

Negotiators / Teamsters Members

Date


Alan Daurie, Business Agent

4/24/24

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: May 16, 2024

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

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

Division: Labor Relations; Business Services

Recommendation: Approve agreement between SCUSD and UPE for school years 2023-24, 2024-25 and 2025-26.

Background/Rationale: The parties' agreement is effective beginning July 1, 2023 through June 30, 2026 and includes the following compensation items:

- Four percent (4%) across-the-board salary increase retroactive to July 1, 2023 for all represented UPE members employed by Sacramento City Unified District.
- An additional two percent (2%) across-the-board salary increase for the 2024-25 school year for all represented UPE members employed by Sacramento City Unified District.
- Adjustments to the longevity steps.

The attached agreement closes all negotiations for the period from July 1, 2023 to June 30, 2026.

Financial Considerations: Retroactive costs for all funds for the 2023-24 year of approximately \$995.2K, ongoing costs of \$1.5M for all funds.

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

Documents Attached:

- AB 1200 Disclosure
- MOU between SCUSD and UPE

Estimated Time of Presentation: 5 Minutes

Submitted by: Janea Marking, Chief Business and Operation
Officer

Approved by: Lisa Allen, Superintendent

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

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

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2026**
(date) (date)

The Governing Board will act upon this agreement on: **June 2, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 20,375,438	\$ 815,018	\$ 1,238,827	\$ 1,238,827
		4.00%	5.85%	5.52%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 998,241		\$ -	\$ -
		0.00%	0.00%	0.00%
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,502,972	\$ 180,119	\$ 273,781	\$ 273,781
		4.00%	5.85%	5.52%
4. Health/Welfare Plans	\$ 2,978,906	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 28,855,556	\$ 995,136	\$ 1,512,608	\$ 1,512,608
		3.45%	5.07%	4.82%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	147.00			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 196,296	\$ 6,770	\$ 10,290	\$ 10,290
		3.45%	5.07%	4.82%

A. Proposed Change in Compensation (Continued)

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

The parties agree to a 4% across the board salary increase retroactive to July 1, 2023 for all represented UPE members. The parties also agree to a 2% salary increase across the board for 2024-2025 school year. All changes will remain until the end of this agreement.

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

No

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

NA

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

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

NA

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

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

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

NA

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

NA

F. Source of Funding for Proposed Agreement:

1. Current Year

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

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

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

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

NA

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
United Professional Educators**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 500,355,264		\$ -	\$ 500,355,264
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue	8600-8799	\$ 7,588,879		\$ -	\$ 7,588,879
TOTAL REVENUES		\$ 520,088,413		\$ -	\$ 520,088,413
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 218,797,664	\$ 656,397	\$ -	\$ 219,454,061
Classified Salaries	2000-2999	\$ 52,646,090	\$ -	\$ 195,945	\$ 52,842,035
Employee Benefits	3000-3999	\$ 139,273,776	\$ 145,064	\$ 72,304	\$ 139,491,144
Books and Supplies	4000-4999	\$ 8,116,981		\$ -	\$ 8,116,981
Services and Other Operating Expenditures	5000-5999	\$ 33,534,652		\$ -	\$ 33,534,652
Capital Outlay	6000-6999	\$ 1,547,177		\$ -	\$ 1,547,177
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,610,122)		\$ -	\$ (8,610,122)
TOTAL EXPENDITURES		\$ 446,816,518	\$ 801,461	\$ 268,249	\$ 447,886,228
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions	8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
OPERATING SURPLUS (DEFICIT)*		\$ (46,373,688)	\$ (801,461)	\$ (268,249)	\$ (47,443,398)
BEGINNING FUND BALANCE					
	9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 89,266,485	\$ (801,461)	\$ (268,249)	\$ 88,196,776
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned	9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties	9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 71,083,560	\$ (801,461)	\$ 9,907,231	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Restricted General Fund
United Professional Educators**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue	8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue	8300-8599	\$ 115,349,693		\$ -	\$ 115,349,693
Other Local Revenue	8600-8799	\$ 4,064,125		\$ -	\$ 4,064,125
TOTAL REVENUES		\$ 270,122,981		\$ -	\$ 270,122,981
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 91,290,982	\$ 108,434	\$ -	\$ 91,399,416
Classified Salaries	2000-2999	\$ 36,636,048		\$ 73,636	\$ 36,709,684
Employee Benefits	3000-3999	\$ 88,493,691	\$ 23,964	\$ 27,172	\$ 88,544,827
Books and Supplies	4000-4999	\$ 46,803,994			\$ 46,803,994
Services and Other Operating Expenditures	5000-5999	\$ 112,606,894		\$ -	\$ 112,606,894
Capital Outlay	6000-6999	\$ 22,969,217		\$ -	\$ 22,969,217
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,218,308		\$ -	\$ 7,218,308
TOTAL EXPENDITURES		\$ 406,019,133	\$ 132,398	\$ 100,808	\$ 406,252,340
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
OPERATING SURPLUS (DEFICIT)*		\$ (13,882,308)	\$ (132,398)	\$ (100,808)	\$ (14,115,515)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 108,410,253	\$ (132,398)	\$ (100,808)	\$ 108,177,046
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (132,398)	\$ 132,398	\$ -

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

United Professional Educators

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 502,833,480		\$ -	\$ 502,833,480
Federal Revenue	8100-8299	\$ 148,230,947		\$ -	\$ 148,230,947
Other State Revenue	8300-8599	\$ 127,493,963		\$ -	\$ 127,493,963
Other Local Revenue	8600-8799	\$ 11,653,004		\$ -	\$ 11,653,004
TOTAL REVENUES		\$ 790,211,394		\$ -	\$ 790,211,394
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 310,088,646	\$ 764,832	\$ -	\$ 310,853,477
Classified Salaries	2000-2999	\$ 89,282,138	\$ -	\$ 269,581	\$ 89,551,719
Employee Benefits	3000-3999	\$ 227,767,467	\$ 169,028	\$ 99,476	\$ 228,035,970
Books and Supplies	4000-4999	\$ 54,920,975		\$ -	\$ 54,920,975
Services and Other Operating Expenditures	5000-5999	\$ 146,141,546		\$ -	\$ 146,141,546
Capital Outlay	6000-6999	\$ 24,516,394		\$ -	\$ 24,516,394
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,391,814)		\$ -	\$ (1,391,814)
TOTAL EXPENDITURES		\$ 852,835,651	\$ 933,859	\$ 369,057	\$ 854,138,568
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ 107,138	\$ -	\$ -	\$ 107,138
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (60,255,996)	\$ (933,859)	\$ (369,057)	\$ (61,558,912)
BEGINNING FUND BALANCE					
	9791	\$ 257,932,734			\$ 257,932,734
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 197,676,738	\$ (933,859)	\$ (369,057)	\$ 196,373,822
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,410,253	\$ -	\$ (233,207)	\$ 108,177,046
Committed	9750-9760	\$ -	\$ -	\$ (10,000,000)	\$ (10,000,000)
Assigned	9780	\$ 848,577	\$ -	\$ -	\$ 848,577
Reserve for Economic Uncertainties	9789	\$ 17,009,348	\$ -	\$ (175,480)	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 71,083,560	\$ (933,859)	\$ 10,039,630	\$ 80,189,331

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

United Professional Educators

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ 7,441,808		\$ -	\$ 7,441,808
Other State Revenue	8300-8599	\$ 11,344,294		\$ -	\$ 11,344,294
Other Local Revenue	8600-8799	\$ 1,420,647		\$ -	\$ 1,420,647
TOTAL REVENUES		\$ 20,206,750		\$ -	\$ 20,206,750
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 4,851,589	\$ 13,365	\$ -	\$ 4,864,955
Classified Salaries	2000-2999	\$ 2,887,855	\$ -	\$ -	\$ 2,887,855
Employee Benefits	3000-3999	\$ 5,890,322	\$ 2,954	\$ -	\$ 5,893,276
Books and Supplies	4000-4999	\$ 4,794,380		\$ -	\$ 4,794,380
Services and Other Operating Expenditures	5000-5999	\$ 330,872		\$ -	\$ 330,872
Capital Outlay	6000-6999	\$ 24,651		\$ -	\$ 24,651
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 567,320		\$ -	\$ 567,320
TOTAL EXPENDITURES		\$ 19,346,990	\$ 16,319	\$ -	\$ 19,363,309
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 859,760	\$ (16,319)	\$ -	\$ 843,441
BEGINNING FUND BALANCE					
	9791	\$ 1,239,859			\$ 1,239,859
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 2,099,619	\$ (16,319)	\$ -	\$ 2,083,300
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,867,106	\$ -	\$ -	\$ 1,867,106
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 232,513	\$ -	\$ -	\$ 232,513
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (16,319)	\$ -	\$ (16,319)

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

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

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (3/7/24)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 702,633		\$ -	\$ 702,633
Other State Revenue 8300-8599	\$ 2,339,081		\$ -	\$ 2,339,081
Other Local Revenue 8600-8799	\$ 5,000		\$ -	\$ 5,000
TOTAL REVENUES	\$ 3,046,714		\$ -	\$ 3,046,714
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 9,824,941	\$ 36,821	\$ -	\$ 9,861,762
Classified Salaries 2000-2999	\$ 1,267,415	\$ -	\$ 7,164	\$ 1,274,579
Employee Benefits 3000-3999	\$ 6,294,201	\$ 8,137	\$ 2,644	\$ 6,304,982
Books and Supplies 4000-4999	\$ 3,532,887		\$ -	\$ 3,532,887
Services and Other Operating Expenditures 5000-5999	\$ 2,232,066		\$ -	\$ 2,232,066
Capital Outlay 6000-6999	\$ 183,608		\$ -	\$ 183,608
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 75,270		\$ -	\$ 75,270
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 23,410,387	\$ 44,958	\$ 9,808	\$ 23,465,153
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
OPERATING SURPLUS (DEFICIT)*	\$ (22,839,072)	\$ (44,958)	\$ (9,808)	\$ (22,893,838)
BEGINNING FUND BALANCE				
9791	\$ 15,520,269			\$ 15,520,269
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ (7,318,803)	\$ (44,958)	\$ (9,808)	\$ (7,373,569)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 5,692,901	\$ -	\$ -	\$ 5,692,901
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 6,340,560	\$ -	\$ -	\$ 6,340,560
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (19,352,265)	\$ (44,958)	\$ (9,808)	\$ (19,407,031)

*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 268,249	Projected total cost of other settlement agreements including UPE, Teams
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 100,808	Reductions to books/operating costs to offset increase in salaries/benefits.
Other Financing Sources/Uses	\$ -	

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

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

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

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

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 9,808	
Other Financing Sources/Uses	\$ -	

Additional Comments:

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: **United Professional Educators**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 500,355,264	\$ 486,482,344	\$ 487,802,278
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue 8600-8799	\$ 7,588,879	\$ 4,400,000	\$ 4,400,000
TOTAL REVENUES	\$ 520,088,413	\$ 506,916,607	\$ 508,236,541
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 219,454,061	\$ 215,574,319	\$ 220,809,837
Classified Salaries 2000-2999	\$ 52,842,035	\$ 48,090,834	\$ 49,464,653
Employee Benefits 3000-3999	\$ 139,491,144	\$ 136,552,400	\$ 147,553,448
Books and Supplies 4000-4999	\$ 8,116,981	\$ 8,736,981	\$ 8,736,981
Services and Other Operating Expenditures 5000-5999	\$ 33,534,652	\$ 31,711,263	\$ 31,711,263
Capital Outlay 6000-6999	\$ 1,547,177	\$ 86,235	\$ 86,235
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,610,122)	\$ (6,757,168)	\$ (6,837,869)
Other Adjustments			
TOTAL EXPENDITURES	\$ 447,886,228	\$ 435,505,164	\$ 453,034,848
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses 7600-7699	\$ 107,138		
Contributions 8980-8999	\$ (122,013,844)	\$ (124,525,822)	\$ (137,787,851)
OPERATING SURPLUS (DEFICIT)*	\$ (47,443,398)	\$ (50,746,118)	\$ (80,217,896)
BEGINNING FUND BALANCE			
9791	\$ 135,640,173	\$ 88,196,776	\$ 37,450,658
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 88,196,776	\$ 37,450,658	\$ (42,767,238)
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned 9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount 9790	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

United Professional Educators

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue 8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue 8300-8599	\$ 115,349,693	\$ 98,850,518	\$ 98,850,518
Other Local Revenue 8600-8799	\$ 4,064,125	\$ 2,519,507	\$ 2,519,507
TOTAL REVENUES	\$ 270,122,981	\$ 142,988,019	\$ 142,988,019
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 91,399,416	\$ 90,845,159	\$ 72,221,407
Classified Salaries 2000-2999	\$ 36,709,684	\$ 37,094,592	\$ 29,212,415
Employee Benefits 3000-3999	\$ 88,544,827	\$ 94,471,291	\$ 83,064,708
Books and Supplies 4000-4999	\$ 46,803,994	\$ 13,035,699	\$ 13,136,290
Services and Other Operating Expenditures 5000-5999	\$ 112,606,894	\$ 83,731,333	\$ 86,719,153
Capital Outlay 6000-6999	\$ 22,969,217	\$ 4,483,222	\$ 4,483,222
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,218,308	\$ 5,365,354	\$ 5,446,055
Other Adjustments		\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES	\$ 406,252,340	\$ 326,462,652	\$ 289,810,250
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ 124,525,822	\$ 137,787,851
OPERATING SURPLUS (DEFICIT)*	\$ (14,115,515)	\$ (58,948,811)	\$ (9,034,380)
BEGINNING FUND BALANCE			
9791	\$ 122,292,561	\$ 108,177,046	\$ 49,228,236
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 108,177,046	\$ 49,228,236	\$ 40,193,856
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (466,414)	\$ (699,620)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: **United Professional Educators**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 502,833,480	\$ 488,960,560	\$ 490,280,494
Federal Revenue 8100-8299	\$ 148,230,947	\$ 39,139,778	\$ 39,139,778
Other State Revenue 8300-8599	\$ 127,493,963	\$ 114,884,781	\$ 114,884,782
Other Local Revenue 8600-8799	\$ 11,653,004	\$ 6,919,507	\$ 6,919,507
TOTAL REVENUES	\$ 790,211,394	\$ 649,904,626	\$ 651,224,560
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 310,853,477	\$ 306,419,479	\$ 293,031,244
Classified Salaries 2000-2999	\$ 89,551,719	\$ 85,185,426	\$ 78,677,069
Employee Benefits 3000-3999	\$ 228,035,970	\$ 231,023,691	\$ 230,618,156
Books and Supplies 4000-4999	\$ 54,920,975	\$ 21,772,680	\$ 21,873,271
Services and Other Operating Expenditures 5000-5999	\$ 146,141,546	\$ 115,442,596	\$ 118,430,416
Capital Outlay 6000-6999	\$ 24,516,394	\$ 4,569,457	\$ 4,569,457
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (1,391,814)	\$ (1,391,814)	\$ (1,391,814)
Other Adjustments		\$ (2,563,999)	\$ (4,473,001)
TOTAL EXPENDITURES	\$ 854,138,568	\$ 761,967,815	\$ 742,845,098
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,368,261	\$ 2,368,261
Transfers Out and Other Uses 7600-7699	\$ 107,138	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (61,558,912)	\$ (109,694,928)	\$ (89,252,276)
BEGINNING FUND BALANCE			
9791	\$ 257,932,734	\$ 196,373,822	\$ 86,678,894
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 196,373,822	\$ 86,678,894	\$ (2,573,382)
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 108,177,046	\$ 49,694,650	\$ 40,893,476
Committed 9750-9760	\$ (10,000,000)	\$ -	\$ -
Assigned 9780	\$ 848,577	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
Unassigned/Unappropriated Amount 9790	\$ 80,189,331	\$ 21,492,598	\$ (58,576,051)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 854,245,705	\$ 761,967,815	\$ 742,845,098
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 17,084,914	\$ 15,239,356	\$ 14,856,902

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 15,166,646	\$ 14,784,193
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 80,189,331	\$ 21,959,012	\$ (57,876,431)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 97,023,199	\$ 37,125,658	\$ (43,092,238)
f.	Reserve for Economic Uncertainties Percentage	11.36%	4.87%	-5.80%

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

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

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

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

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 995,136
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (933,859)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (16,319)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (357,634)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (44,958)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,352,770)

Variance \$ (357,634)

Variance Explanation:

Variance due to other agreements happening that are impacting the funds listed on this form

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (60,255,996)	(7.1%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (61,558,912)	(7.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	#####	(14.4%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (89,252,276)	(12.0%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,563,999)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,473,001)	Projected reduction to categorical programs to offset salary increases.

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

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

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

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

Board Actions

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

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 1,731,635
Ending Balance(s) Increase/(Decrease)	\$ (1,731,635)

Subsequent Years

Budget Adjustment Categories:

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

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent (Signature)	Date
---	-------------

I hereby certify I am unable to certify

Chief Business Official (Signature)	Date
---	-------------

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

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

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Please see attached documents.

Concerns regarding affordability of agreement in subsequent years (if any):

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

District Superintendent
(Signature)

Date

Contact Person

Phone

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

President (or Clerk), Governing Board
(Signature)

Date

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

**UPE
Successor Contract Proposal (MOU)
(Tentative Agreement)**

**By & Between
The Sacramento City Unified School District
&
United Professional Educators
April 12, 2024**

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

Contract Term:

The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers listed below:

- Article 5: Evaluation of Work Performance
- Article 8: Salary and Health Benefits (2023-24, 2024-25, and 2025-26 school years)
- Article 9: Work Year
- Article 10: Promotion, Assignment, Vacancies and Transfer
- Article 11: Retiree Health Benefits
- Article 12: Summer School

Article 8 - Salary and Benefits:

The parties agree to a **four percent (4%)** across-the-board salary increase retroactive to July 1, 2023 for all represented UPE members.

The parties agree to a **two-percent (2%)** salary increase across the board increase for the 2024-2025 school year.

The parties agree that if the state approves the waiver requested by SCUSD, SCUSD and UPE agree that UPE members work calendars will be increased by eight (8) additional work days for the 2024-2025 and the 2025-2026 school years:

- Calendar A will increase from 223 work days to 231 days work days
- Calendar C will increase from 201 work days to 209 days work days
- Calendar F-2 will increase from 202 work days to 210 work days
- Calendar T will increase from 211 work days to 219 work days

The eight (8) additional work days for the 2024-2025 and the 2025-2026 school years will be added to salary schedules for the 2024-2025 and the 2025-2026 school years.

Recruitment and Retention Incentives:

The parties agree to replace the current Longevity Incentives with the following revised incentives:

- 2% in the 10th year
- 4% in the 14th year
- 6% in the 17th year
- 8% in the 20th year
- 10% in the 25th year

The parties agree that this will enhance and support improved recruitment and retention of administrators in SCUSD.

Small Innovative High School Support:

The parties agree that the small innovative high schools are critically understaffed and therefore the parties agree to add an additional FTE to each small innovative high school. The District and UPE will meet to determine the classification of the FTE.

Collaborative Coaching Model:

The parties agree to assemble a joint work group to develop the mission, scope, and all elements of an effective coaching model to support new and on-going administrators. This work shall be completed by July 31, 2024, and ready for implementation. The program will focus on providing support to the following.

- A) newly hired administrators to the district
- B) newly hired administrators from the teaching ranks
- C) administrators with less than four years of site leadership experience
- D) any administrators on an Improvement Plan

The program shall utilize the services of current UPE administrators or retired SCUSD Administrators who voluntarily agree to serve as coaches. Participants who serve as coaches for school site administrators must have a minimum of five years of Principal experience, with at least three of those years being SCUSD experience, and must have a positive evaluation. Participants who coach all other UPE administrative positions (non-site leaders) must have a minimum of five years of administrative experience, with at least three of those years being SCUSD experience. The parties agree that the Collaborative Coaching Model cannot be utilized/connected to any formal evaluation of the UPE member being coached. All administrators who are represented in A-D above, shall have a Coach. Current UPE members will be compensated for their services at their contracted hourly rate. Retired SCUSD Administrators will be compensated at their current retiree rate. The joint work group will make recommendations for the establishment of parameters related to time commitment and compensation.

Article 5 - Evaluation of Work Performance:

The parties agree to establish a joint committee to revise the current UPE Evaluation template. Even though the current template was a joint effort between the district and UPE, it is universally accepted that after a three-year period of use it is clear that the process is too cumbersome and needs to be streamlined and simplified. The parties agree to complete the revision no later than September 1, 2024 so that it is ready for implementation in the 2024-2025 school year.

Article 12 - Summer School:

The parties agree to meet and agree to a new TA on Article 12 relative to Summer School as well as provide UPE members with a complete list of the Summer Program Schedule dates no later than May 1, 2024.

Appendix B:

The district agrees to provide an updated Salary Schedule to be included in the successor contract as stipulated in the latest agreement.

Completion of Negotiations:

The parties agree that this concludes successor contract negotiations for the period of July 1, 2023, through June 30, 2026, except for those items stipulated above.

This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

For SCUSD

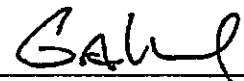


Lisa Allen, Interim Superintendent

4/18/24

Date

For UPE



Garrett Kirkland, President

4.17.24

Date



Richard Owen, Executive Director

4/17/24

Date



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

Agenda Item# 11.1

Meeting Date: May16, 2024

Subject: Approve Resolution No. 3412: Authorizing Execution of Delegate Agency Agreement From the Sacramento Employment and Training Agency

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

Division: Academic Office

Recommendation:
Approve Resolution No.: 3412

Background/Rationale:
Sacramento City Unified School District has been a Delegate Agency for the Sacramento Employment and Training Agency (SETA) operating the district's Head Start Preschool and Early Head Start programs. This resolution authorizes the District to execute the Agreement between the District and SETA.

Financial Considerations: N/A

LCAP Goal:
Goal 1: College Career Readiness
Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
Goal 3: Integrated Supports
Goal 4: Culture and Climate – Dismantling Systems
Goal 6: Implementation of MTSS/Data-Based Decision Making
Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. Resolution No. 3412

Estimated Time of Presentation: 5 minutes

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Lisa Allen, Superintendent

RESOLUTION AUTHORIZING EXECUTION OF DELEGATE AGENCY AGREEMENT
FROM THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(GOVERNMENTAL ENTITY)

WHEREAS, Sacramento City Unified School District,
(Legal Name of Entity)
a California local governmental entity (hereinafter referred to as "DELEGATE"), desires to enter into an AGREEMENT with the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency and Head Start Grantee (hereinafter referred to as "SETA"), for the operation of a Head Start Program under the Head Start Act, 42 U.S.C. Section 9801, et seq., as amended;

THEREFORE, BE IT RESOLVED THAT the Governing Body of DELEGATE hereby authorizes the execution of AGREEMENT #25C5551S0 by and between DELEGATE and SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Chief Academic Officer

is/are hereby authorized on behalf of and in the name of DELEGATE and as its official act and deed to sign and otherwise enter into AGREEMENT #25C5551S0 with SETA; and

BE IT FURTHER RESOLVED THAT any individual employed by DELEGATE in the position(s) of:

Title

1. Superintendent
2. Chief Business & Operations Officer
3. Chief Academic Officer

shall be authorized to act on behalf of DELEGATE with respect to this AGREEMENT

#25C5551S0 by and between DELEGATE and SETA and that SETA may rely upon any communication or act, including telephone communication, made by the individuals authorized to act on behalf of DELEGATE pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire Governing Body of DELEGATE***:

<u>Name</u>	<u>Address</u>	<u>City, Zip Code</u>
1. <u>Lavina Grace Phillips</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
2. <u>Jasjit Singh</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
3. <u>Chinua Rhodes</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
4. <u>Tara Jeane</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
5. <u>Christina Pritchett</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
6. <u>Jamee Villa</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
7. <u>Taylor Kayatta</u>	<u>5735 47th Avenue</u>	<u>Sacramento, 95824</u>
8. _____	_____	_____
9. _____	_____	_____

*** Add additional pages if necessary

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

I, Yvonne Wright, Chief Academic Officer,
(Name/Title)
of Sacramento City Unified School District, a California
(Legal Name of Entity)
local governmental entity, do hereby certify and declare that the foregoing is a full, true and
complete copy of a resolution duly passed and adopted by the Governing Body of said entity at a
meeting of said Body duly and regularly called, noticed and held, at
5735 47th Ave- Serna Center, on the 16th day of May, 2024, at
which meeting a quorum of the Governing Body was present and a majority of which quorum
voted in favor of said resolution, and that said resolution is now in full force and effect.

I have executed this Resolution on this 16th day of May, 2024.

Sacramento City Unified School District
(Name of Entity)

BY: 
(Signature)

Yvonne Wright
(Typed Name)

Chief Academic Officer
(Title)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: May 16, 2024

Subject: 2023-24 Annual LCSSP Grant Update: Student Attendance & Engagement and the CARE Team

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

Division: Academic Office

Recommendation: N/A

Background/Rationale: The 2022-23 school year saw chronic absenteeism in Sacramento City Unified School District show improvement, jumping from Orange to Yellow on the California State Dashboard, signaling a significant reduction in the number of students missing 10% or more of the school year. Despite this progress, the 2023-24 school year has introduced new challenges in maintaining student attendance, as evidenced by our latest data trends.

In response to these ongoing challenges and in recognition of the diligent efforts of the CARE Team, the district established the Office of Student Attendance & Engagement. This move underscores our commitment to addressing absenteeism through strategic initiatives and community collaboration. Having concluded Cohort 4 and secured a further \$2 million from the LCSSP Grant, our focus this year expands through a partnership with the Family and Community Empowerment (FACE) Team. This presentation will highlight key successes, discuss the complexities of the current school year, review our tried and true programs and introduce the innovative strategies our office is implementing to strengthen our engagement with students, families, and the broader community.

Documents Attached: N/A

Estimated Time of Presentation: 15 minutes
Submitted by: Jennifer Kretschman, Director Student Attendance & Engagement
Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: May 16, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects
6. Notices of Completion – Facilities Projects
7. [CAL MS LLB FL Amendment](#)
8. [Oak Ridge Elementary New Construction](#)

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00114	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$452,913 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-24 Mental Health Average Daily Attendance (ADA) Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P02) Apportionment ADA calculations.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00115	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35,000 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-24 Supporting Inclusive Practices SELPA 3412 grant. Funds will be used to support districts to increase access to and achievement in the general education environment for students with disabilities.		
<u>YOUTH DEVELOPMENT DEPARTMENT</u>		
California Department of Education A23-00066-1	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019	\$509,000 No Match
Period: 7/1/23 – 9/30/24 Description: The 21 st CCLC Program Grant-ASSETs – Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that SCUSD grant was paid from the ESSER III State Funds sued for the 21 st Century rate increase. The grant is from July 1, 2019 through September 30, 2024.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT</u>		
Vanir Construction Management SA24-00764	5/16/24 – 3/31/25: JFK Swimming Pool Upgrade. Construction management services. Project includes modernization and upgrades to the pool service equipment, deck replacement, and ADA upgrades.	\$125,631 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Vanir Construction Management was selected for this project from the District's pool of construction management firms qualified through an RFQ process in December 3, 2021.	

<p>HMC Architects SA24-00760</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>5/16/24 – 7/1/25 - : Architectural design services for the Campus Renewal project at Ethel Phillips School. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades..</p> <p>HMC Architects was selected for this project from the District’s pool of architects qualified through an RFQ process in June 22, 2023.</p>	<p>\$1,428,000 Measure H Funds</p>
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YOUTH DEVELOPMENT DEPARTMENT

<p>New Hope Community Development Corp. SA24-00084</p> <p>New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis. Sites served are Hollywood Park and William Land. Amendment No. 1 is requested for an increase amount for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.</p>	<p>\$129,720 ASES Funds</p> <p>\$148,524 Expanded Learning Opportunity Funds</p> <p>Requested Increase: \$64,038 Expanded Learning Opportunity Funds</p> <p>Total Contract Amount: \$342,282</p>
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Luther Burbank HS	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	
(388 each) Chromebooks (18 each) Desktops (18 each) Monitors	
TOTAL VALUE	
\$0.00	
	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
DISPOSAL METHOD	
e-Waste	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0525-470 John F. Kennedy Baseball/Softball/Tennis Courts

Bids received: April 11, 2024; 2:00 p.m.

Recommendation: Award to Bothman Construction

Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Bothman Construction	Santa Clara CA	\$8,559,400
Lamon Construction	Yuba City CA	\$8,864,000
AM Stephens Construction	Lodi CA	\$10,075,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: California Middle School Campus Renewal

Recommendation: S + B James Construction was awarded preconstruction services at the March 7, 2024 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with S + B Construction This request for proposal (RFP) was publicly advertised on January 16, 2024 and January 23, 2024.

Original Pre-Construction Amount: \$14,205; Measure H Funds

Ratify to correct original Amendment No. 1 Amount of \$663,272 to S+B James Construction funded with Measure H Funds. Amendment No. 1 is for long lead items on carpet flooring material and labor costs; approved at the April 18, 2024 board of education meeting.

Approve Amendment No. 2 Amount of \$11,854,865 to S+B James Construction funded with Measure H Funds. Amendment No. 2 is for Guaranteed Maximum Price (GMP) for construction of the campus renewal project; Measure H Funds.

New Total Contract Amount: \$12,532,342; Measure H Funds

Project: Theodore Judah Playground

Recommendation: Lamon Construction was awarded construction services at the April 13, 2023 Board of Education Meeting; Measure Q Funds.

Original Construction Amount: \$2,424,000; Measure Q Funds

Approve Change Order No. 1 Amount of <\$9,895> for Unused Owners Allowance; Measure Q Funds.

New Construction Amount: \$2,414,105; Measure Q Funds

Project: Oak Ridge Elementary School New Construction

Recommendation: John F. Otto dba Otto Construction, Inc. was awarded construction services at the April 13, 2023 Board of Education Meeting for the Oak Ridge Elementary School New Construction project. This project consists of a new school campus.

Amendment No. 1 was approved at the October 19, 2023 Board of Education meeting to reconcile preconstruction original contract amount of \$72,120; Measure H Funds. Amendment #1 was for the elevator for \$5,600

Amendment No. 2 was approved at the October 19, 2023 Board of Education meeting for shade structure \$24,376

Total preconstruction construction amount \$120,096; Measure H Funds

Amendment No. 3 for \$1,108,742 was approved at the December 14, 2023 Board of Education Meeting. This work is for electrical scope in the DSA approved Increment 1 drawings and specifications including underground utilities, a power study for the Main Electrical Switchgear, and material purchase of the Main Electrical Switchgear.

Amendment No. 4 for \$312,773 was approved at the February 1, 2024 Board of Education Meeting. This was to increase the Guaranteed Maximum Price (GMP) for Increment 1 sitework and site concrete for work associated with the running track, field, and fire lines movement in accordance with Increment 1 DSA-approved CCD 2 / Addendum 2 dated October 30, 2023.

Approve Amendment No. 5 for \$49,060,483 to increase the Guaranteed Maximum Price (GMP) for Increment 2 work to complete the project including interior campus site work, buildings, hard courts, and fields in accordance with Increment 2 DSA-approved drawings and specs dated April 25, 2024

New Construction Amount \$58,989,738; Measure H Funds

Project: West Campus HS New Softball Baseball Field Improvements

Recommendation: Verde Design Inc. was awarded at the August 17, 2023 Board of Education Meeting for architectural and engineering services.

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

Approve Amendment No. 1: \$33,650, due to additional services outside of original scope of work; which includes using an Electrical Engineer and Romtec software; approved at the January 18, 2024 Board of Education Meeting.

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

Approve Amendment No. 2: \$14,300; Measure H Funds for additional services outside of original scope of work, which included pedestrian lighting.

New Total Contract Amount: \$463,020; Measure H Funds

Project: Alice Birney Campus Renewal

Recommendation: California Design West Architects was awarded at the November 16, 2023 Board of Education Meeting for architectural and engineering services. Project consists of site wide flooring replacement; site wide exterior painting; new roofing; hard court repair; new playground structure, possible additive alternate for kitchen electrification; necessary ADA upgrades as required.

Original Contract Amount: \$405,000; Measure H Funds

Approve Amendment No. 1: \$415,710, due to additional services outside of original scope of work; which includes kitchen electrification add-alternate.

New Total Contract Amount: \$820,710; Measure H Funds

Project: Hiram Johnson HS Baseball/Softball/Golf Facility

Recommendation: A.M. Stephens was awarded construction services at the November 3, 2022 Board of Education meeting. Project included new varsity baseball and softball fields, new 30 foot tall chain link backstops, new CMU dugouts with metal roofs, new home and visitor bullpens, new golf facility. This corrects the 4/4/2024 reconciliation of the contract amounts only; the approved CO #1 of <\$181,066> remains the same.

Ratify to correct Original Contract Amount: \$ 7,024,151, Measure Q.

Approve Change Order No. 1<\$181,066>; Measure Q for Unused Owners Allowance

New Total Contract Amount: \$6,843,085, Measure Q.

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Vanden Bos Electric Inc.	Camellia Telecenter	4/12/24
Vanden Bos Electric Inc.	Ethel Phillips Telecenter	4/22/24

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	23	15197	67439	1A
Attention Lisa Allen, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Mental Health ADA Region Group: RG-1	Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000	3327	8182	INDEX	
Name of Grant Program 2023-24 Mental Health Average Daily Attendance (ADA) Allocation				0663

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$452,913		\$452,913		07/01/2023	09/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	

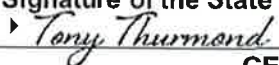
I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Local Educational Agencies for pupils with mental health related services required by their individualized education program (IEP). The grant amount is based on the 2022-23 Second Principal (P-2) Apportionment ADA calculations.

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:


Alexa Slater, Education Fiscal Services Assistant
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification to MHADA@cde.ca.gov.

California Department of Education Contact Chris Essman	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 April 5, 2024

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 Janea Marking	Title Chief Business & Operations Officer
E-mail Address janea-marking@scusd.edu	Telephone (916) 643-9055
Signature 	Date 05/07/24

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Superintendent PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	13693	67439	S1
Attention Lisa Allen, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified SELPA 3412				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				3386	8182	INDEX	
Name of Grant Program 2023-24 Supporting Inclusive Practices						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$35,000.00		\$35,000.00		07/01/2023	09/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A230116	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 the Supporting Inclusive Practices grant. Funds will be used to support districts to increase access to and achievement in the general education environment for 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, this award will be amended accordingly.

Please mail the original, signed Grant Award Notification (AO-400) to:

Nellie Amaro, Associate Governmental Program Analyst
 Special Education Division, FMTA V Unit
 California Department of Education
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

Please also email a copy of the signed AO-400 to SEDContractsGrants@cde.ca.gov.

California Department of Education Contact Erin Rodrigues, Special Education Division		Job Title Education Programs Consultant
E-mail Address ERodrigues@cde.ca.gov		Telephone 916-445-4559
Signature of the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date April 16, 2024

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 Janea Marking		Title Chief Business & Operations Officer
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055
Signature <i>Janea Marking</i>		Date 05/07/24

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

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			23	15651	67439	2A
Attention Expanded Learning Programs Coordinator			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Expanded Learning Office			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			3227	8290	INDEX	
Name of Grant Program 21st Century Community Learning Centers (CCLC)—ASSETs - Core					0150	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$509,000.00	N/A	\$509,000.00	1	07/1/2023	09/30/2024
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.425U	S425U210016-21A	American Rescue Plan—ESSER III			U.S. Dept. of Education	
<p>The 21st CCLC Program Grant—ASSETs - Core is being amended to reflect an updated resource code from 4124 to 3227, to reflect that your grant was paid from the ESSER III State Funds used for the 21st Century rate increase.</p> <p>The grant is from July 01, 2019, through September 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.</p> <p>By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.</p> <p>Please email the original, signed AO-400 to:</p> <p style="text-align: center;">Fred Sharp at Fsharp@cde.ca.gov</p>						
California Department of Education Contact Fred Sharp				Job Title Associate Governmental Program Analyst		
E-mail Address Fsharp@cde.ca.gov				Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Michael Funk</i>				Date		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i></p>						
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer		
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055		
Signature DocuSigned by: ▶ <i>Janea Marking</i>				Date 05/07/2024		

Grant Award Notification (Continued)

21st CCLC Program

The purpose of the 21st CCLC Program is to support the creation of community learning centers for elementary and middle school students that provide academic enrichment opportunities during non-school hours, particularly students who attend high poverty and low-performing schools. The 21st CCLC helps students meet state and local academic standards in core subjects such as reading and math; offers students a broad array of enrichment activities that can complement the regular academic program; and offers educational services to the families of participating children.

21st CCLC ASSETs Program

The purpose of the 21st Century ASSETs program is to provide local flexibility in the establishment or expansion of community learning centers that provide students in grades nine through twelve with academic support college and career readiness; assist with literacy and related educational development services for families of these students; and provide a safe environment for students participating in their programs.

Equitable Access

Equitable Access grants are optional funds intended to supplement 21st CCLC After School Base program grants by helping provide access to 21st CCLC programs according to needs determined by the local community (California *Education Code* [EC] Section 8484.8[b][1]). Equitable Access grants should be used in the following ways listed below:

- Providing transportation to the program or from the program to home in the form of purchasing bus tickets, utilizing the schools' buses or vans, and paying drivers to transport students.
- Providing one-on-one support for specific student population groups, including but not limited to students with special needs, English Learners, etc.

Allowable and Non-allowable Expenditures

For allowable costs, please visit the CDE Direct Services and Administrative Cost Guidance web page about direct services and administrative costs located at <https://www.cde.ca.gov/ls/ex/directservguidance.asp>, as well as the CDE Field Trip and Recognition Guidance web page located at <https://www.cde.ca.gov/ls/ex/fieldtripguide.asp>.

Budget

The grant award cycle will be for five years; however, AO-400s will be allocated in annual increments. The AO-400 must be signed and resubmitted every year for the life of the grant award cycle. Carryover from one fiscal year to the next is not allowable for 21st Century grants. Applicants must retain documentation of their budgets for audit and state monitoring purposes for five years.

Program Reporting

The online reporting After School Support and Information System (ASSIST) must be used to submit quarterly expenditure reports. Accurate attendance records must be kept using a clearly defined record-keeping procedure. Actual student program attendance must be sent to the Expanded Learning Division (EXLD) on a semi-annual basis through the online ASSIST database. Student school day attendance must be sent to the EXLD on an annual basis (California *Education Code* [EC] Section 8484[a][1][A]).

All reporting due dates for 21st Century can be found on the CDE 21st CCLC Reporting Due Dates web page at <https://www.cde.ca.gov/ls/ex/duedates21stcclc.asp>.

All programs are required to submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards as part of their annual outcomes reporting. Such evidence must be reported to the EXLD each year (EC Section 8484[a][2]).

Payments

Payments will be issued in five increments each year (EC Section 8484.8[e][4][A]). A list of reporting due dates for 21st Century Programs is available on the CDE 21st CCLC Payment Schedule web page located at <https://www.cde.ca.gov/ls/ex/payments21cclc.asp>. Payments will be withheld if reporting requirements are not met or if the grantee has invoices outstanding for more than 90 days (EC Section 8483.7[a][1][A][vi]).



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Vanir Construction Management, Inc.

**John F. Kennedy HS
Swimming Pool Upgrades**

Dated: May 16, 2024

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EXHIBITS “A” – “E”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Vanir Construction Management, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of John F. Kennedy High School Swimming Pool Upgrade Project located at 6715 Gloria Drive, Sacramento CA 95831

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective on May 16, 2024, and, except as otherwise provided herein, will continue in effect until March 31, 2025.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Project Director: Kurt Weidmann
 - Sr. Project Manager: Craig Dooley
 - Project Eng II:
 - Field Eng/Project Eng II:
 - Scheduler:
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
 - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.

- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
 - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed **One Hundred Twenty-Five Thousand Six Hundred Thirty-One Dollars (\$125,631)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as

often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage,

death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
 - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
 - 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
 - 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
 - 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 - 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 - 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
- 15.6.1 Accept the lower rating; or
 - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
- 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens

CM:

Vanir Construction Mgmt, Inc.
4540 Duckhorn Drive, Ste 300
Sacramento CA 95834
ATTN: Jerry Avalos

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The

District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT VANIR CONSTRUCTION MANAGEMENT INC.

By: _____
Janea Marking
Chief Business & Operations Officer

By: *Jerry Avalos*
Jerry Avalos
President

Date: _____

Date: May 6, 2024

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$237
Sr. Construction Manager	\$206
Construction Manager	\$195
Scheduler	\$190

Estimator	\$190
Admin Assistant	\$144

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

[To be completed/inserted]

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0525-442 between the Sacramento City Unified School District ("District") and Vanir Construction Management, Inc. ("CM") for construction management services for the John F. Kennedy Swimming Pool Upgrade Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Jerry Avalos

Title: President

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

VANIR CONSTRUCTION MANAGEMENT INC.

By: Jerry Avalos
Jerry Avalos
President

Date: May 6, 2024



Agreement for Architectural Services

between

Sacramento City Unified School District

and

HMC Architects

Ethel Phillips Campus Renewal Project

Dated: May 16, 2024

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 16, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at Ethel Phillips Elementary School at 5717 Laurine Way,
Sacramento CA 95824

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Ethel Phillips Elementary School Campus Renewal Project at 5717 Laurine Way, Sacramento CA 95824.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Vipul Safi
Project Director: Brian Meyers
Project Architect(s): Jeffrey Grau
Project Manager(s): Vipul Safi

Major Consultants:

Electrical:	LP Consulting Engineers, Inc.
Mechanical:	LP Consulting Engineers, Inc.
Plumbing:	LP Consulting Engineers, Inc.
Civil:	Warren Consulting Engineers
Structural:	RW Engineers
Food:	AMD Food Services
Cost Estim.:	Sierra West Group

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this

Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

- 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **One Million Three Hundred Sixty Thousand Dollars (\$1,360,000)** based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **Sixty-Eight Thousand Dollars (\$68,000)**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Tina Alvarez Bevens
EMAIL: tina-alvarez-bevens@scusd.edu

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Architect:

HMC Architects
2101 Capitol Avenue, Ste 100
Sacramento CA 95816
ATTN: Vipul Safi
EMAIL:
Vipul.safi@hmcarchitects.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. RESERVED

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20____

By: Janea Marking

Title: Chief Business Officer

HMC ARCHITECTS

Date: April 29, 2024

By: Vipul Safi 

Title: Principal-in-Charge

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Ethel Phillips ES Campus Renewal

Construction Cost Budget: \$17,000,000

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$330
Sr. Project Manager:	\$245
Project Manager:	\$230
Project Designer:	\$230
Designer:	\$125
Job Captain/Technical Leader:	\$190

Project Coordinator:	\$160
Contract Administrator:	\$230

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

- B. Architect shall complete Services required after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. Programming and Planning	Dec 2023 – Mar 2024
2. Schematic Design	Apr - Jun 2024
3. Design Development	Jul - Oct 2024
4. Construction Documents	Nov 2024 - Jun 2025
5. DSA Submittal	Jul – Dec 2024
6. Bid/Award	Jan – Mar 2025
7. Construction (New)	Apr – May 2025
8. Modernization	Jun – Dec 2025

- C. The durations stated above include the review periods of **7 calendar days** required by the District.

- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

EXHIBIT "G"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: Ethel Phillips ES Campus Renewal / 0110-468 between the Sacramento City Unified School District ("District") and HMC Architects ("Consultant") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.


The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i> HMC Architects	<i>Federal ID Number (or n/a)</i> 95-2109939
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Vipul Safi, Principal In Charge	<i>Date Executed</i> 04/29/24

END OF DOCUMENT

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
New Hope Community Development Corporation

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and New Hope Community Development Center (“NHDCDC”), dated August 21, 2023 is hereby amended as follows:

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse NHDCDC for direct services not to exceed **\$342,282.00**, which represents an increase of **\$64,038.00** to the agreement. The increase is due to NHDCDC serving more students than what was originally written in the contract. The increased amount is for serving 20 additional students in Before School program at William Land Elementary and 17 additional students in After School program at Hollywood Park Elementary.

Breakdown:

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day.
- TK/K programs are funded at \$20 per student per day.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day.

School Name/Program	Target Attendance for 180 Days in the original contract	Original Contract Amount	Additional Number of Students	Increase	Total Amount including the increase
Hollywood Park After School Program	73	\$165,564.00	10 for 163 days	\$20,538.00	\$186,102.00
Hollywood Park TK/K Program	10	\$36,000	7 for 141 days	\$19,740.00	\$55,740.00
William Land Before School Program	60	\$71,280	20 for 180 days	\$23,760.00	\$95,040.00
Total		\$272,844.00		\$64,038.00	\$336,882.00

Funding Distribution:

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00 + **\$64,038.00** (Increase) = \$207,162.00

ELOP for Training Hours = \$5,400.00

Total = \$342,282.00

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Janea Marking
Chief Business Officer

Date

New Hope Community Development Corporation:

Enoch Yeung

Enoch Yeung, Executive Director

5/1/2024

Date

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
New Hope Community Development Corporation

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC” or “Provider” or “Contractor”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 21, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary**; and enrichment activities supporting the Expanded Learning programs at the above-mentioned schools during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, increase attendance, assist children to achieve challenging state content standards, provide opportunities for parents/guardians to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment.

- i. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$278,244.00** (which includes 18 hours of training for 15 NHCDC Expanded Learning employees at the rate of \$20 per employee including agency's admin cost) to be made in installments upon receipt of properly submitted invoices.
- ii. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.
- iii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.
- iv. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.
- v. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown: 2023-24 School Year

- Students to Staff Ratio in grades 1st through 8th is 20 to 1.
- Students to Staff Ratio in grades TK/K is 10 to 1.
- 1st through 8th grade programs are funded at \$12.60 per student per day for 180 days.
- TK/K programs are funded at \$20 per student per day for 180 days.
- All sites with TK/K programs need to have one assistant program manager at the site. Assistant program manager need to be minimum of six hours each day or more, and must not be counted in the students to staff ratio.
- Before School Programs are funded at \$6.60 per student per day for 180 days.

School Name/Program After School Program	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
Hollywood Park Elementary	73	\$165,564.00	\$129,720.00	\$35,844.00
Hollywood Park TK/K	10	\$36,000.00		\$36,000.00
Total		\$201,564.00	\$129,720.00	\$71,844.00

Before School Programs	Target Attendance for 180 Days	Total Contract Amount	ASES (After School Education and Safety Grant)/Other Grants	ELOP
William Land Elementary	60	\$71,280.00		\$71,280.00
Total		\$71,280.00		\$71,280.00

Training Amount = 18 hours x 15 employees x \$20 = \$5,400.00 included in the total of ELOP grant funds.

Funding Distribution:

ASES Core Grant = \$129,720.00

ELOP for Programming = \$143,124.00

ELOP for Training Hours = \$5,400.00

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NHCDC and each of NHCDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than five million dollars (**\$5,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. NHCDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from August 21, 2023 through June 14, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.

iii. Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.
- ii. Accordingly, NHCDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by NHCDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither NHCDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. NHCDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees,

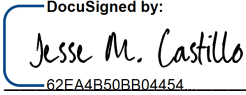
and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. NHCDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. NHCDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such

exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.


DISTRICT:

By:


62FA4B50BB04454
09/01/2023

 Date
 Jesse M. Castillo
 Assistant Superintendent of Business Services
 Sacramento City Unified School District

AGENCY NAME: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

By:

8/24/23

 Date
 Authorized Signature

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone 510-541-4238

Number: Email Address: enochy@gmail.com

Sacramento City Unified School District and New Hope Community Development Corporation:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD’s Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual .
5. All Expanded Learning staff are required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period

7. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
8. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.
9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for trainings. The three training days will be paid based on the estimated number of employees for SCUSD contracted sites.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed agency directors' meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the others outside NHCDC contracted by the District to provide expanded learning services at school sites as permitted under the district's policies and applicable local, state and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. All after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
19. Program Manager will regularly attend school staff meetings. If they are absent on the day of the staff meeting, they will send their designee to the staff meeting.
20. Provide sufficient staffing to maintain a 20:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
24. Act as liaison with parents/community in supporting family engagement.
25. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
26. Other areas as agreed upon by the Parties.

Sacramento City Unified School District and New Hope Community Development Corporation
 Program Expectations
 Attachment B

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
4. SCUSD – YDSS Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

- f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, NHCDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in SCUSD's parent and youth voice survey with at least 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Project: Theodore Judah Playground
Bid No.: 0363-409

Date: March 29, 2024
DSA File No.: 34 53
DSA Appl. No.: 02-120988

The following parties agree to the terms of this Change Order:

Owner: Sacramento Unified School District
5735 47th Avenue
Sacramento, CA 95824

Contractor: Lamon Construction Co.
871 Von Geldern Way
Yuba City, CA 95991

Architect: California Design West Architects
2100 19th Street
Sacramento, CA 95818

Project Inspector: George Van Dusen dba Pheonix
Construction

Reference	Description	Cost	Days Ext.
AED #001 Requested by: RFI 001 Performed by: Lamon	At Theodore Judah , RFI 001 removed the skate deterrents on some of the ramps from the scope of work	\$(2,235)	0
AED #002 Requested by: ASI 001R Performed by: Lamon	At Theodore Judah , ASI 001 made changes to the striping plan	\$5,754	0
AED #003 Requested by: Email Direction Performed by: Lamon	At Theodore Judah , Due to changes in the height of finish grade, building vents were going to be buried	\$12,000	0
AED #004 Requested by: OAC Meeting Performed by: Lamon	At Theodore Judah , At the weekly OAC meeting, it was determined that the gas line was already a poly line and there was no need to replace.	\$(45,500)	0
AED #005 Requested by: Owner Performed by: Lamon	At Theodore Judah , The playground heights were verified to be correct and the line item in the SOV was to be credited back	\$(10,000)	0
AED #006 Requested by: PR 004 Performed by: Lamon	At Theodore Judah , it was missed that the ramps were to be OFCI, to prevent delays in the use of classroom contractor was to build concrete ramps	\$24,766	0

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

**CHANGE ORDER FORM
DOCUMENT 00 63 63-1**

1W
4/15/24

AED #007 Requested by: RFI 008 Performed by: Lamon	At Theodore Judah , it was discovered that the utilizers were shallow and the contractor requested to use AB instead of cement treat.	\$7,069	0
AED #008 Requested by: RFI 003 & PR 001 Performed by: Lamon	At Theodore Judah , it was discovered that the sewer line belonged to the city and contractor was directed to remove that section of the sewer line from scope	\$(11,666)	0
AED #009 Requested by: RFI 005 & PR 003 Performed by: Lamon	At Theodore Judah , it was discovered that the ramp that was to be replaced was sitting over a utility chase.	\$26,233	0
AED #010 Requested by: Email Direction Performed by: Lamon	At Theodore Judah , it was discovered that the sides of the building needed to be ground and repainted. The shed was also painted and the dry rot replaced.	\$8,320	0
AED #011 Requested by: District Direction Performed by: Lamon	At Theodore Judah , it was discovered that the plans were missing three sets of handrails.	\$7,642	0
AED 012 Requested by: District Direction Performed by: Lamon	At Theodore Judah , it was discovered there were additional clean outs that needed to be installed to complete the drainage system	\$5,360	0
AED # 013 Requested by: District Direction Performed by: Lamon	At Theodore Judah , Needed to replace existing door for wheelchair access and adding a key card per district request	\$34,626	0
AED #014 Requested by: District Direction Performed by: Lamon	At Theodore Judah , Replacement hardware for the new door. Old hardware returned to M&O	\$2,736	0
Contract time will be adjusted as follows:		Original Allowance Amount:	\$75,000
Previous Completion Date: <u>9/29/2023</u>		Amount of Allowance Used:	\$65,105
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract:	\$(9,895)
Current Completion Date: <u>1/30/2024</u>		Original Contract Amount	\$2,424,000
		New Contract Amount	\$2,414,105

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Janea Marking

Date

Contractor:

Ken Norton

4/16/24
Date

Architect:

Shane Trump

04/24/2024
Date

Project Inspector:

George Van Dusen

04/25/2024
Date

END OF DOCUMENT



AMENDMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be May 16, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from August 2023 to June 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of \$463,020.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional services requested by District outside of original scope of work
Verde Design services, Pathway Pedestrian Lighting from the Baseball and Softball bleachers to the safe dispersal area

Description of funding changes to contract:

Original contract amount	\$415,070.00
Previous change orders through change order #-	\$33,650.00
Contract amount prior to this change order	\$448,720.00
Amount of this change order.....	\$14,300.00
NEW CONTRACT AMOUNT.....	<u>\$463,020.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: May 16, 2024

**Sacramento City Unified School
District**

Verde Design, Inc.

Janea Marking
Chief Business and Operations Officer



Mark Baginski



Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent of Facilities

AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Design West Architects ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on November 16, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be May 16, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from November 16, 2023 to February 1, 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after May 16, 2024, on a fee basis up to a maximum of \$820,710, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional Services outside of scope of work including add-alternate Kitchen electrification

Description of funding changes to contract:

Original contract amount	\$405,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$405,000.00
Amount of this change order.....	\$415,710.00

NEW CONTRACT AMOUNT.....\$820,710.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

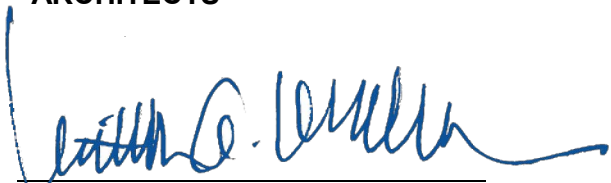
ACCEPTED AND AGREED on the date indicated below:

DATE: May 16, 2024

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

**CALIFORNIA DESIGN WEST
ARCHITECTS**

Janea Marking
Chief Business and Operations Officer



Mitch McAllister



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

Meeting Date: May 16, 2024

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated May 16, 2024
2. Classified Personnel Transactions Dated May 16, 2024

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D, Chief Human Resources Officer

Approved by: Lisa Allen, Superintendent

Attachment 1: CERTIFICATED 5/16/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CHRISTIANSEN	RORY	B	School Nurse	HEALTH SERVICES	4/22/2024	6/30/2024	EMPLOY PROB 4/22/24
HOANG	THIEN-HUONG	B	Admin, Teaching and Learning	SPECIAL EDUCATION DEPARTMENT	5/1/2024	6/30/2024	EMPLOY PROB 5/1/24
LEAVES							
CRAFT	SARAH	0	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	4/18/2024	5/3/2024	LOA EXT (PD) 4/18-5/3/24
GEE	PEGGY	A	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	4/19/2024	6/30/2024	LOA (PD) ADMIN 4/19/24
GLASPER	JACKI	A	Principal, Middle School	SUCCESS ACADEMY	4/27/2024	6/30/2024	LOA RTN (PD) FMLA/CFRA 4/27/24
HANSON	ERIN	B	Asst Supt, Curr & Instruction	CURRICULUM & PROF DEVELOP	7/1/2023	6/30/2024	LOA (PD) INTERM FMLA/CFRA 4/1/24-6/21/24
KISTNER	CHARLOTTE	C	Teacher, Elementary Spec Subj	BOWLING GREEN ELEMENTARY	4/26/2024	5/10/2024	LOA (PD) 4/26-5/10/24
KISTNER	CHARLOTTE	C	Teacher, Elementary Spec Subj	BOWLING GREEN ELEMENTARY	5/11/2024	6/30/2024	LOA RTN (PD) 5/11/24
MEDRANO	ROSALIO		Assistant Principal, High Sch	JOHN F. KENNEDY HIGH SCHOOL	4/19/2024	6/30/2024	LOA (PD) ADMIN 4/19/24
NGUYEN	BRUCE	A	Counselor, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	6/18/2024	6/30/2024	LOA RTN (PD) FMLA/CFRA 6/18/24
STEINBERG	STEPHEN	A	Teacher, High School	NEW TECH	4/25/2024	6/30/2024	LOA RTN (PD) ADMIN 4/25/24
RE-ASSIGN/STATUS CHANGE							
AUSTIN	ELIASON	B	Asst Prncpl, Supt Prty(Mid)	WILL C. WOOD MIDDLE SCHOOL	4/22/2024	6/30/2024	REA/STCHG 4/22/24
BIENVENUE	SARALYN	A	District Comm Schools Spec	STUDENT SUPPORT&HEALTH SRVCS	5/28/2024	6/30/2024	REA/STCHG 5/28/24
LY	KALEA	B	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	1/10/2024	6/30/2024	STCHG 1/10/24
WILLIAMS	CARESSE	B	Counselor, Elementary School	NEW JOSEPH BONNHEIM	12/10/2023	6/30/2024	STCHG 12/10/23
SEPARATE / RESIGN / RETIRE							
FACKLER	TERESA	A	Teacher, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	7/1/2024	9/25/2024	SEP/RETIRE 9/25/24
MILLS-FORKNER	FELICIA	B	Teacher, High School	GEO WASHINGTON CARVER	7/1/2023	6/14/2024	SEP/RESIGN 6/14/2024
O'TOOLE	MARY	A	Teacher, Elementary	O. W. ERLEWINE ELEMENTARY	7/1/2024	8/1/2024	SEP/RETIRE 8/1/24
TAIT	MARIA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
TRANSFER							
ALEXANDER	ASHLEY	A	Director III, Prof Learn ELA	CURRICULUM & PROF DEVELOP	5/7/2024	6/30/2024	TRANSFER 5/7/24

Attachment 2: CLASSIFIED 5/16/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ARAUJO	ELIZABETH	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/11/2024	6/30/2024	EMPLOY PROB 3/11/24
COTE	BRIAN	B	Inst Aid, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	4/22/2024	6/30/2024	EMPLOY PROB 4/22/24
FAIN	ANDREW	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/29/2024	6/30/2024	EMPLOY PROB 4/29/24
GALAN	JENNIFER	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/17/2024	6/30/2024	EMPLOY PROB 4/17/24
GROSS	CARA	B	Inst Aid, Spec Ed	PONY EXPRESS ELEMENTARY SCHOOL	4/2/2024	6/30/2024	EMPLOY PROB 4/2/24
ISKE	DANA	B	Office Tchncn II	CAREER & TECHNICAL PREPARATION	5/20/2024	6/30/2024	EMPLOY PROB 5/20/24
LANDES	CHRISTINA	B	Instructional Aide (TK)	LEATAATA FLOYD ELEMENTARY	5/13/2024	6/30/2024	EMPLOY PROB 5/13/24
RUNNER	AVERY	B	Morning Duty	FATHER K.B. KENNY - K-8	4/15/2024	6/30/2024	EMPLOY PROB 4/15/24
WARE	PORTIA	B	Customer Service Specialist	HUMAN RESOURCE SERVICES	4/23/2024	6/30/2024	EMPLOY PROB 4/23/24
LEAVES							
BONITA	GINA MAUREEN	A	Health Aide III, Special Ed	HEALTH SERVICES	3/24/2024	4/30/2024	LOA EXT (PD) 3/24/24-4/30/24
HEYNE	RYTINA	A	Inst Aid, Spec Ed	SUY:U ELEMENTARY	4/18/2024	6/30/2024	LOA RTN (PD) FMLA/CFRA 4/18/24
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	5/1/2024	5/31/2024	LOA EXT (PD) 5/1-5/31/24
RE-ASSIGN/STATUS CHANGE							
ALFARO	ARLENE	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	4/29/2024	6/30/2024	REA/STCHG 4/29/24
DANIELS	RODKIA	A	Transportation Scheduler/Disp	TRANSPORTATION SERVICES	5/6/2024	6/30/2024	REA/STCHG 5/6/24
HEREDIA	MICHELLE	A	Personnel Tech I	HUMAN RESOURCE SERVICES	5/3/2024	6/30/2024	REA/STCHG 5/3/24
HUERTA	ALEJANDRA	B	Customer Service Specialist	HUMAN RESOURCE SERVICES	5/6/2024	6/30/2024	REA/STCHG 5/6/24
RASHADA	BRAJONA	B	Benefits Analyst	RISK MANAGEMENT	5/6/2024	6/30/2024	REA/STCHG 5/6/24
RODRIGUEZ	ADRIANA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/1/2024	6/30/2024	REA/STCHG 4/1/24
SCROGGINS	BLANCHE	A	Inst Aid, Spec Ed	ELDER CREEK ELEMENTARY SCHOOL	4/1/2024	6/30/2024	REA 4/1/24
STERBA	ELIZABETH	A	Director I, Student Support	STUDENT SUPPORT&HEALTH SRVCS	4/8/2024	6/30/2024	REA 4/8/24
SHTAB	ZOHRA	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	4/25/2024	6/1/2024	STCHG 4/25/24
SEPARATE / RESIGN / RETIRE							
AGAJAN	PATRICIA	B	Noon Duty	CAROLINE WENZEL ELEMENTARY	7/1/2023	2/2/2024	SEP/RESIGN 2/2/24
CASTILLO	JESSE	B	Asst Supt, Business Services	BUSINESS SERVICES	10/7/2023	4/12/2024	SEP/RESIGN 4/12/24
CHEUNG	ANNA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	6/13/2024	SEP/RETIRE 6/13/24
DURR	RAPHAEL	B	Inst Aid, Spec Ed	MIWOK MIDDLE SCHOOL	12/1/2023	4/26/2024	SEP/RESIGN 4/26/24
GIRI	BHANU	A	Custodian	ROSEMONT HIGH SCHOOL	1/1/2024	4/5/2024	SEP/DECEASED 4/5/24
KORBA	TONYA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/10/2024	4/18/2024	SEP/RESIGN 4/18/24
LARA	ANGEL	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	1/8/2024	4/17/2024	SEP/RESIGN 4/17/24
RICHARDSON	KARIN	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
SANDOVAL	MERCEDES	A	Custodian	WEST CAMPUS	1/1/2024	4/17/2024	SEP/RESIGN 4/17/24
WOODROW	ALISA	A	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	4/4/2024	4/10/2024	SEP/RESIGN 4/10/24
WOOTEN	CLARENCE	B	Health Aide	HEALTH SERVICES	4/8/2024	4/16/2024	SEP/RETIRE 4/16/24



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

Meeting Date: May 16, 2024

Subject: Approve Donations to the District for the Period of March 1-31, 2024

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

Division: Business Services

Recommendation: Accept the donations to the District for the period of March 1-31, 2024

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

- Donations Report for the period of March 1-31, 2024

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA24-0001684	Posted	Rotary Club of South Sacramento	8482	Check	03/26/24	3972				Playground Supplies, Rotary C	1,025.26
01-0812-0-8690-	-	-	-	-	-	0101-	1,025.26				
BA24-0001783	Posted	(000454) BENEVITY FUND	8489	Electronic F	03/29/24					3/29/24 BENEVITY FUND FO	60.00
01-0812-0-8690-	-	-	-	-	-	0384-	60.00				
Total for Sacramento City Unified School District											1,085.26

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	1,085.26
Fund 01 - General Fund		1,085.26
Fiscal Year 2024		
Total for Sacramento City Unified School District		1,085.26

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BM24-0000549	Posted	(4265) SMUD	8405	Check	03/06/24	00001103451			BMO010524	CED22-014 2024, SMUD, Ck	3,000.00
01-0812-0-8690-	-	-	-	-	-0733-	3,000.00					
BM24-0000629	Posted	Sacramento Cnty Pub Conservator	8447	Check	03/20/24	740493			BMO032924	Inheritance, Sac Cnty Pub Co	199,666.47
01-0812-0-8690-	-	-	-	-	-0525-	199,666.47					
BM24-0000648	Posted	HOUGHTON MIFFLIN HARCOURT	8469	Check	03/27/24	0500495326			BMO010524	LEATAATA FLOYD DONA,HC	2,500.00
01-0812-0-8690-	-	-	-	-	-0148-	2,500.00					
Total for Sacramento City Unified School District											206,251.73

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	205,166.47
Fund 01 - General Fund		205,166.47
Total for Sacramento City Unified School District		206,251.73

Org Recap	
Sacramento City Unified School District	
C - Check	1,025.26
E - Electronic Funds Xfer	60.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

BMO AP - BMO Harris Bank (AP)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
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Org Recap

Sacramento City Unified School District (continued)

C - Check	205,166.47
Total Receipts	206,251.73
Report Total	206,251.73

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Deposit Date = 3/1/2024, Ending Deposit Date = 3/31/2024, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: May 16, 2024

Subject: Approve Purchase Order Board Report for the Period of March 15, 2024, through April 14, 2024

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

Division: Business Services

Recommendation: Approve attached list of purchase orders.

Background/Rationale: N/A

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

- PO Board Report Period of March 15, 2024, through April 14, 2024

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00990	EAN SERVICES LLC	HMS FT TRANSPORTATION BLANKET	HIRAM W. JOHNSON HIGH SCHOOL	01	1,500.00
B24-00991	TAYLOR FARM PACIFIC	PRODUCE AND MINI MEALS FOR CK SUPPER PROGRAM	NUTRITION SERVICES DEPARTMENT	13	320,000.00
B24-00992	CSUS CAREER CENTER	TCHER RESIDENCY IMPLEMENTATION & EXPANSION	HUMAN RESOURCE SERVICES	01	80,000.00
B24-00993	[REDACTED]	SETTLEMENT REIMB MOU [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	30,000.00
B24-00994	[REDACTED]	SETTLEMENT REIMB OAH [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	8,500.00
B24-00995	[REDACTED]	[REDACTED] PARENT REIMBURSEMENT OAH CASE [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	3,000.00
B24-00996	CITY OF SACRAMENTO REVENUE DIVISION	FALSE FIRE ALARMS	BUSINESS SERVICES	01	50,000.00
B24-00997	HANNIBAL'S CATERING	CATERING FOR CAC MEETINGS 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	10,000.00
B24-00998	MICHAEL'S TRANSPORTATION	TRANSPORTATION - BASEBALL & SOFTBALL GAMES	LUTHER BURBANK HIGH SCHOOL	21	5,000.00
B24-00999	AMADOR STAGE LINES INC	TRANSPORTATION - SOFTBALL GAMES	LUTHER BURBANK HIGH SCHOOL	21	3,400.00
B24-01000	ALL WEST COACHLINES INC	TRANSPORTATION - BASEBALL & SOFTBALL	LUTHER BURBANK HIGH SCHOOL	21	19,000.00
B24-01001	SIGNATURE GRAPHICS	0510-433 CKM HVAC MOD BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	500.00
B24-01002	SIGNATURE GRAPHICS	0510-470 CKM SOFTBALL BASEBALL BLUEPRINTING SVC	FACILITIES SUPPORT SERVICES	21	500.00
B24-01003	SIGNATURE GRAPHICS	0510-434 CKM KITCHEN BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	21	500.00
B24-01004	SIGNATURE GRAPHICS	0530-470 LBHS SOFTBALL BASEBALL BLUEPRINTING SVC	FACILITIES SUPPORT SERVICES	21	500.00
B24-01005	SOIL BORN FARMS	FIELD TRIP TO SOILBORN FARMS-CDFA GRANT FY23-24	NUTRITION SERVICES DEPARTMENT	13	4,500.00
B24-01006	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	1,930.00
B24-01008	STERICYCLE INC	ON-SITE SHREDDING SERVICE	LUTHER BURBANK HIGH SCHOOL	01	1,250.00
B24-01009	LAKESHORE LEARNING MATERIALS	LAKESHORE CLASSROOM LEARNING (SPED DEPT)	THEODORE JUDAH ELEMENTARY	01	275.00
B24-01010	4 IMPRINT INC	COMMUNITY EVENTS MATERIALS DEP. 704 FY24	COMMUNICATIONS OFFICE	01	10,000.00
B24-01011	FRONTLINE TECHNOLOGIES GROUP LLC	BLANKET FOR ESCAPE/FRONTLINE	EMPLOYEE COMPENSATION	01	2,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-01012	THE HOME DEPOT USA THE HOME DE POT PRO	BUILDING AND TRADE ACADEMY SUPPLIES 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	4,000.00
B24-01013	SCHOOL SPECIALTY	23-24 BLANKET ORDER INSTRUCTIONAL MATERIALS ARTS	OAK RIDGE ELEMENTARY SCHOOL	01	10,000.00
B24-01014	LAKESHORE LEARNING MATERIALS	INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,000.00
B24-01015	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	23-24 BLANKET ORDER FOR CLASSROOM READING BOOKS	OAK RIDGE ELEMENTARY SCHOOL	01	7,000.00
CHB24-00361	UBEO WEST LLC dba UBEO BUSINESS S SERVICES	CANON COPIER RENTAL 2023-2024	HOLLYWOOD PARK ELEMENTARY	01	3,000.00
CHB24-00362	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET	A. M. WINN - K-8	01	2,100.00
CHB24-00363	ODP BUSINESS SOLUTIONS LLC	LCFF 23-24 OD CLASSROOM SUPPLIES	THEODORE JUDAH ELEMENTARY	01	400.00
CHB24-00364	OFFICE DEPOT	CPA BUILDING AND TRADE ACADEMY GRANT	LUTHER BURBANK HIGH SCHOOL	01	2,000.00
CHB24-00365	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	ROSEMONT HIGH SCHOOL	01	10,000.00
CHB24-00366	ODP BUSINESS SOLUTIONS LLC	School supplies for low income	FATHER K.B. KENNY - K-8	01	8,000.00
CHB24-00367	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLIES FOR LOW-INCOME	FATHER K.B. KENNY - K-8	01	2,392.50
CHB24-00368	ODP BUSINESS SOLUTIONS LLC	SUMMER BRIDGE INSTRUCTIONAL MATERIALS	UMOJA INTERNATIONAL ACADEMY	01	5,000.00
CHB24-00369	ODP BUSINESS SOLUTIONS LLC	LCFF OFFICE DEPOT - FY 23/24	CROCKER/RIVERSIDE ELEMENTARY	01	4,000.00
CHB24-00370	ODP BUSINESS SOLUTIONS LLC	2023-24 Office Depot	EARL WARREN ELEMENTARY SCHOOL	01	2,500.00
CHB24-00371	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	2,334.00
CHB24-00372	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	1,500.00
CHB24-00373	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BLANKET 2023-24 STUDENT MATERIAL	PACIFIC ELEMENTARY SCHOOL	01	13,000.00
CHB24-00374	ODP BUSINESS SOLUTIONS LLC	2023-2024 (0007) INSTRUCTIONAL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	13,000.00
CHB24-00375	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	2,002.00
CHB24-00376	ODP BUSINESS SOLUTIONS LLC	OD BLANKET	O. W. ERLEWINE ELEMENTARY	01	700.00
CHB24-00377	ODP BUSINESS SOLUTIONS LLC	SCHOOL SUPPLIES FOR LOW INCOME	FATHER K.B. KENNY - K-8	01	1,650.00
CHB24-00378	ODP BUSINESS SOLUTIONS LLC	2023-2024 BLANKET FOR OFFICE DEPOT SUPPLIES	GENEVIEVE DIDION ELEMENTARY	01	232.76
CHB24-00379	ODP BUSINESS SOLUTIONS LLC	COMMUNICATION COSTS (POSTAGE)	FATHER K.B. KENNY - K-8	01	700.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB24-00380	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - INSTRUCTION SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	15,000.00
CHB24-00381	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT CHARGEBACK	CAPITAL CITY SCHOOL	01	24,900.00
CHB24-00382	ODP BUSINESS SOLUTIONS LLC	AFTER DEADLINE - ODP SUPPLIES	MARTIN L. KING JR ELEMENTARY	01	1,087.50
CS24-00453	FRANKLIN COVEY CLIENT SALES	23-24 LEADER IN ME MEMBERSHIP AND COACHING	JOHN CABRILLO ELEMENTARY	01	8,740.00
CS24-00454	JDQH LA FAMILY LLC dba KONA-IC E OF CENTRAL SACRAMENTO	AFTERSCHOOL MASTERS/ENRICHMENT EVENT	NEW JOSEPH BONNHEIM	09	395.00
CS24-00455	BRIDGES OF THE MIND PSYCHOLOGICAL SERVICES	Psycho-Educational Assessment	SPECIAL EDUCATION DEPARTMENT	01	7,500.00
CS24-00456	HEALTHY MIND SACRAMENTO PSYCHOLOGICAL SERVICE	Psychological Services for [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
CS24-00457	GIONOVAN BEAN	Summit Presenter	YOUTH DEVELOPMENT	01	127.00
CS24-00458	STUDIO T ARTS	Summit Presenter	YOUTH DEVELOPMENT	01	1,016.00
CS24-00459	HALI HENRY-BROWN	Summit Presenter	YOUTH DEVELOPMENT	01	127.00
CS24-00460	KIRSTEN JOHNS	Summit Presenter	YOUTH DEVELOPMENT	01	127.00
CS24-00461	SCOE FINANCIAL SERVICES	SA SERVICES SCOE/SCUSD-CCR 2023-24	COUNSELING SERVICES	01	10,500.00
CS24-00462	EMMERALD EVANS	Summit Presenter	YOUTH DEVELOPMENT	01	508.00
CS24-00463	ALEX JEREMY VANG	Summit Presenter	YOUTH DEVELOPMENT	01	127.00
CS24-00464	SCIENCE ALLIANCE LLC	Summit Presenter	YOUTH DEVELOPMENT	01	254.00
CS24-00465	KAMIKA HEBBERT DBA KAMIKA SPEAKS	Summit Presenter	YOUTH DEVELOPMENT	01	508.00
CS24-00466	CUBICLE CONNECTION LLC	Summit Presenter	YOUTH DEVELOPMENT	01	1,016.00
CS24-00467	SCOE SLY PARK	SCOE AGREEMENT CI:ELA_2023_09 SCUSD SBA	SUSAN B. ANTHONY ELEMENTARY	01	7,200.00
CS24-00468	ENTEK CONSULTING GROUP, INC	0525-442 JFK SWIMMING POOL INSPECTION SERVICES	FACILITIES SUPPORT SERVICES	21	4,250.00
CS24-00469	B & B LOCATING INC	0272-416 PARKWAY SHADE STRUCTURE UTILITY LOCATING	FACILITIES SUPPORT SERVICES	21	900.00
CS24-00470	SOLUTION TREE	PROF LEARNING FOR 3 YRS (2022-2025) YR 2 OF 3	ACADEMIC OFFICE	01	658,350.00
CS24-00472	PLANNING DYNAMICS GROUP	477 PACIFIC ES NEW SCHOOL - CEQA SERVICES	FACILITIES SUPPORT SERVICES	21	2,480.00
CS24-00473	PLANNING DYNAMICS GROUP	0415-468 CAL CAMPUS RENEWAL - CEQA SVC	FACILITIES SUPPORT SERVICES	21	2,000.00
CS24-00474	ASI PEAK ADVENTURES	PEAK ADVENTURES ROPES COURSE TRIP - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	7,600.00
CS24-00475	WIDE OPEN WALLS	Mural repair - Bret Harte	ACADEMIC OFFICE	01	1,000.00
CS24-00476	WARREN CONSULTING ENGINEERS	0142-468 HOLLYWOOD PARK RENEWAL - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	43,200.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00477	MATTHEW C FABIAN	0530-470 LBHS BASEBALL FIELD INSPECTION SEVICES	FACILITIES SUPPORT SERVICES	21	103,400.00
CS24-00478	WARREN CONSULTING ENGINEERS	0110-468 ETHEL PHILLIPS RENEWAL - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	54,100.00
CS24-00479	UNIVERSAL ENGINEERING SCIENCES	0350-418 GDIDION PLYGRND-TESTING & INSPECTION SERV	FACILITIES SUPPORT SERVICES	21	1,902.50
CS24-00480	CAPITOL ADVISORS GROUP LLC	CAPITOL ADVISORS - ADVISORY & COMPLIANCE FY 23-24	BUSINESS SERVICES	01	25,000.00
CS24-00481	ARMAND PEREZ dba AP CONSTRUCTI ON SRV	0510-470 C.K. MCCLATCHY BASEBALL DSA INSPECTION	FACILITIES SUPPORT SERVICES	21	58,350.00
CS24-00482	HMC ARCHITECTS	0530-403 BURBANK KITCHEN MODERNIZATION - A/E SVC	FACILITIES SUPPORT SERVICES	21	330,750.00
CS24-00483	KATHERINE HOPKINS dba KATHY CA RLSO N CONSULTING	KATHY CARLSON: 23-24 WORKFLOW CONSULTING SERVICES	HUMAN RESOURCE SERVICES	01	100,000.00
CS24-00484	CALIFORNIA WEEKLY EXPLORER INC	WALK THROUGH PRESENTATION BY CA WEEKLY EXPLORER	ABRAHAM LINCOLN ELEMENTARY	01	3,057.56
CS24-00485	HANKINS GROUP INC dba HANKINS ELECTRICAL CONTRACTING	0530-403 LBHS KITCHEN MOD ELECTRICAL DATA TRACKING	FACILITIES SUPPORT SERVICES	21	4,875.00
CS24-00487	WIDE OPEN WALLS	Mural replacement - Father Keith B Kenny	ACADEMIC OFFICE	01	2,000.00
CS24-00488	LANE 9 LLC DBA LANE 9	Summit Presenter	YOUTH DEVELOPMENT	01	1,524.00
CS24-00489	TRU XPRESSION	Summit Presenter	YOUTH DEVELOPMENT	01	254.00
CS24-00490	SOUTHERN CALIFORNIA REHAB dba CALIFORNIA RESOURCE SRV	Summit Presenter	YOUTH DEVELOPMENT	01	508.00
CS24-00491	916 INK	Summit Presenter	YOUTH DEVELOPMENT	01	762.00
CS24-00492	SACRAMENTO VALLEY MFG ALLIANCE	SVMA MARKETING SERVICES- MFG RANCHO CORDOVA	CHARLES A. JONES CAREER & ED	11	25,000.00
CS24-00493	SACRAMENTO VALLEY MFG ALLIANCE	SVMA CONTRACT - RANCHO CORDOVA - STUDENT STIPENDS	CHARLES A. JONES CAREER & ED	11	25,250.00
CS24-00494	AMNOR INC dba BOND DRIVING SCH OOL	23-24 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	23,970.00
CS24-00495	ALZA STRATEGIES LLC	Alza Consulting Contract-Hilary McLean	BOARD OF EDUCATION	01	25,000.00
CS24-00496	BRIAN FOSTER FOSTER REFEREE SE RVICE	2024 REFEREE SVCS - SMALL HS SPORTS PROGRAM	DEPUTY SUPERINTENDENT	01	3,630.00
CS24-00497	ST HOPE PUBLIC SCHOOLS	2023-24 EXPANDED LEARNING- ST HOPE	YOUTH DEVELOPMENT	01	149,821.50
CS24-00498	ATLAS TECHNICAL CONSULTANTS	477 PACIFIC ES NEW CONST-PHASE II SITE ASSESSMENT	FACILITIES SUPPORT SERVICES	21	18,245.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00499	TERRACON CONSULTANTS INC	0272-416 PARKWAY SHADE STRUCTURE GEOTECH SERVICES	FACILITIES SUPPORT SERVICES	21	12,630.00
CS24-00500	PARENT TEACHER HOME VISIT PROJECT INC	23/24 PTHV HYBRID TRAINING	PARENT ENGAGEMENT	01	16,575.00
CS24-00501	SALSANA LLC	123, ANDRES PERFORMANCE	BG CHACON ACADEMY	09	3,000.00
CS24-00502	KENNETH DUNCAN JR dba BALL OUT ACADEMY INC	CONFLICT MEDIATION/COMMUNITY ENGAGEMENT	SAFE SCHOOLS OFFICE	01	20,000.00
CS24-00503	CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION INC	CORE (TO PROVIDE SIPPS FOR STUDENTS)	SUY:U ELEMENTARY	01	13,500.00
CS24-00504	RHILDA FAYE SHARPE RF SHARPE CONSULTING	SHARPE CONSULTING INVOICE	CAROLINE WENZEL ELEMENTARY	01	5,000.00
CS24-00505	[REDACTED]	Assistive Technology [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,800.00
CS24-00506	SOL AUREUS COLLEGE PREPARATORY	2023-2024 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	146,507.64
CS24-00507	YOUTH FORWARD	CONSULTING PROJECT WITH SCU SD COMMUNITY SCHOOL	STUDENT SUPPORT&HEALTH SRVCS	01	70,000.00
CS24-00508	HEIDI KOSKI CONSULTING	Reimbursement For Heidi Koski	EARL WARREN ELEMENTARY SCHOOL	01	1,300.00
CS24-00509	SACRAMENTO VALLEY MFG ALLIANCE	SVMA Staff Service - MFG Program - RANCHO CORDOVA	CHARLES A. JONES CAREER & ED	11	43,500.00
CS24-00510	CROWE LLP	AUDIT SERVICES BOND MSR H, Q & R YE 6/30/24	BUSINESS SERVICES	21	42,000.00
CS24-00511	SCOE FINANCIAL SERVICES	2023-24 SUPPLEMENTAL PROVIDER- SCOE	YOUTH DEVELOPMENT	01	101,250.00
CS24-00512	JULIUS W THIBODEAUX JR	CONFLICT MEDIATION/COMMUNITY ENGAGEMENT	SAFE SCHOOLS OFFICE	01	25,000.00
CS24-00514	NORCAL SCHOOL OF THE ARTS	Norcal FY 24	MUSIC SECTION	01	645,000.00
CS24-00518	CROWE LLP	ANNUAL AUDIT SERVICES, YEAR END 6/30/24	BUSINESS SERVICES	01	163,000.00
P24-02763	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES FOR MATH - GEE	MIWOK MIDDLE SCHOOL	01	457.05
P24-02789	AMAZON CAPITAL SERVICES	Perez' Tech Order	PARKWAY ELEMENTARY SCHOOL	01	43.49
P24-02865	AMAZON CAPITAL SERVICES	CLARITY 4 LEARNING, JILLTHOM-2023-24SY	COUNSELING SERVICES	01	177.61
P24-02881	DISCOUNT SCHOOL SUPPLY	DELIVER TO HJ (520) RM B2 / ATTN: SUZIE VANG	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02882	DISCOUNT SCHOOL SUPPLY	DELIVER TO HJ (520) RM B1 / ATTN: DOME CASILLAS	EARLY LEARNING & CARE PROGRAMS	12	432.85

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-02883	DISCOUNT SCHOOL SUPPLY	DELIVER TO A.LINCOLN (097) / ATTN: KIN DO	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02884	DISCOUNT SCHOOL SUPPLY	DELIVER TO J.BIDWELL (153) / ATTN:MARIA YANG	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02885	DISCOUNT SCHOOL SUPPLY	DELIVER TO J.BIDWELL (153) / ATTN:CHARLOTTE BIER	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02886	DISCOUNT SCHOOL SUPPLY	DELIVER TO ED.KEMBLE(100) / ATTN: CHAO XIONG	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02887	DISCOUNT SCHOOL SUPPLY	DELIVER TO OAKRIDGE (265) / ATTN: CHONG VANG	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02888	DISCOUNT SCHOOL SUPPLY	DELIVER TO E.CREEK (104) / ATTN: IRINA ZOLNIKOV	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02889	DISCOUNT SCHOOL SUPPLY	DELIVER TO BGCHACON (024) / ATTN: YVETTE MARTINEZ	EARLY LEARNING & CARE PROGRAMS	12	432.81
P24-02890	DISCOUNT SCHOOL SUPPLY	DELIVER TO SB ANTHONY (101) / ATTN:TORI GALLEGOS	EARLY LEARNING & CARE PROGRAMS	12	432.81
P24-02891	DISCOUNT SCHOOL SUPPLY	DELIVER TO WASHINGTON (379) / ATTN: WILL ANDERSON	EARLY LEARNING & CARE PROGRAMS	12	432.81
P24-02892	DISCOUNT SCHOOL SUPPLY	DELIVER TO JOHN STILL (445) / ATTN: YVETTE LEE	EARLY LEARNING & CARE PROGRAMS	12	432.81
P24-02893	DISCOUNT SCHOOL SUPPLY	DELIVER TO BGMCCOY (024) / ATTN: CATHY VO	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02894	BOOKS EN MORE	ENGLISH EL BOOK PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	346.37
P24-02895	BOOKS EN MORE	LIBRARY BOOKS 23-24	LUTHER BURBANK HIGH SCHOOL	01	265.81
P24-02896	BOOKS EN MORE	BOOKS FOR ENGLISH DEPT	ENGINEERING AND SCIENCES HS	01	334.95
P24-02897	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS FOR 6TH GRD.	A. M. WINN - K-8	01	161.54
P24-02898	EPIC SPORTS INC	LUNCH TIME BALLS FOR STUDENTS	WILL C. WOOD MIDDLE SCHOOL	01	568.64
P24-02899	HODGE PRODUCTS INC	PE LOCKS	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,792.88
P24-02900	ULINE	STOP SIGN FOR CROSSING GUARD	A. M. WINN - K-8	01	73.29
P24-02901	SCUSD - US BANK CAL CARD	RIVER CATS TICKETS/FIELD TRIP 4TH, 5TH, 6TH GRADE	WOODBINE ELEMENTARY SCHOOL	01	2,280.00
P24-02902	JONES SCHOOL SUPPLY CO INC	CERTIFICATES FOR STUDENTS - JUST NEED P.O.	JOHN CABRILLO ELEMENTARY	01	116.03
P24-02903	DISCOUNT SCHOOL SUPPLY	DELIVER TO J.SLOAT (168)/ ATTN: SARAH WONG	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02904	DISCOUNT SCHOOL SUPPLY	DELIVER TO CAMELLIA (035) / ATTN: REENA SHARMA	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02905	LAKESHORE LEARNING MATERIALS	QUOTE # 57274 MLK (138), ATTN: HA TA	EARLY LEARNING & CARE PROGRAMS	12	1,589.87

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-02906	LAKESHORE LEARNING MATERIALS	DAD'S EVENT - BILL CARR	EARLY LEARNING & CARE PROGRAMS	12	228.30
P24-02907	LAKESHORE LEARNING MATERIALS	LS FOR FR. KBK - DENISE RICHARDSON	EARLY LEARNING & CARE PROGRAMS	12	1,097.21
P24-02908	ESSENTIAL PACKS LLC	EMERGENCY LOCKDOWN KITS 2023-24 SY	SUY:U ELEMENTARY	01	503.93
P24-02909	GEOFFREY WINTRUP	GRAPHIC DESIGN FOR BANNERS 2023-24SY	MIWOK MIDDLE SCHOOL	01	450.00
P24-02910	BSN SPORTS LLC	EQUIPMENT FOR HS FLAG FOOTBALL	EQUITY, ACCESS & EXCELLENCE	01	4,303.91
P24-02911	LAKESHORE LEARNING MATERIALS	TRANSITIONAL KINDER ORDER FOR JOHN BIDWELL	EARLY LEARNING & CARE PROGRAMS	01	3,330.77
P24-02912	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	BUS FOR CAREER EDU. FEILD TRIP ON 4/5/24	COUNSELING SERVICES	01	1,360.80
P24-02913	LAKESHORE LEARNING MATERIALS	LS FOR PARKWAY - SONJA FULGHAM 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	551.62
P24-02914	KAESER & BLAIR INC	TK END OF YEAR BACK PACKS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	01	6,712.30
P24-02915	MSC INDUSTRIAL SUPPLY CO	9579 MFG INSTRUCTIONAL 2023-24 SUPPLIES SY	CHARLES A. JONES CAREER & ED	11	101.37
P24-02916	JONES SCHOOL SUPPLY CO INC	STUDENT INCENTIVES AWARDS 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	2,806.21
P24-02917	AAA GARMENTS & LETTERING INC	PBIS PRIDE SHIRTS	ALBERT EINSTEIN MIDDLE SCHOOL	01	899.16
P24-02918	SCHOOL NURSE SUPPLY INC	NURSE SUPPLIES 2023-24 SY	GENEVIEVE DIDION ELEMENTARY	01	501.90
P24-02919	LAKESHORE LEARNING MATERIALS	LS FOR J MARSHALL - ROXANE SJOLUND 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	61.41
P24-02920	NASCO	PURCHASE SUPPLIES, SM GROUP LIBRARY 2023-24SY	HOLLYWOOD PARK ELEMENTARY	01	784.86
P24-02921	THE HOME DEPOT PRO	WOOD FOR SUTTER BENCH 2023-24SY	MIWOK MIDDLE SCHOOL	01	230.14
P24-02922	TAYMARK dba ANDERSON'S	PBIS REWARDS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	799.04
P24-02923	LAKESHORE LEARNING MATERIALS	LS FOR LEATAATA - RAMAN CLAR 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	1,118.75
P24-02924	ULINE	ATTN: NURSE LISA - GLOVES 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	2,250.77
P24-02925	CDW GOVERNMENT	PRINTERS FOR IMMUNIZATION CLINIC	HEALTH SERVICES	01	797.53
P24-02926	DISCOUNT SCHOOL SUPPLY	SCHOOL SUPPLIES-PENCIL POUCHES 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	782.74
P24-02927	BLICK ART MATERIALS	ART PAPER 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	796.88
P24-02928	YOUNG INNOVATIONS	TOOTHBRUSHES & TOOTHPASTE - LISA STEVENS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	2,065.03
P24-02929	ODP BUSINESS SOLUTIONS LLC	WHITEBOARD - CLASSROOMS	WEST CAMPUS	01	597.63

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-02930	PACIFIC OFFICE AUTOMATION	RISO INK FOR RISO MACHINES	FERN BACON MIDDLE SCHOOL	01	669.47
P24-02931	LAKESHORE LEARNING MATERIALS	LS FOR SKILLS CENTER - YVETTE LEE 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	2,952.51
P24-02932	LAKESHORE LEARNING MATERIALS	DELIVER TO MLK CC , RM14, KRISTEN ENCINAS	EARLY LEARNING & CARE PROGRAMS	12	1,259.34
P24-02933	3 FORTY INC	COMMUNITY FAIR SUY:U ELEMENTARY 3/9/24	COMMUNICATIONS OFFICE	01	1,870.00
P24-02934	LAKESHORE LEARNING MATERIALS	SB ANTHONY PRK ROOM 20, T GALLEGOS LAKESHORE ORDER	EARLY LEARNING & CARE PROGRAMS	12	1,722.30
P24-02935	DISCOUNT SCHOOL SUPPLY	DELIVER TO SBANTHONY (101) ATTN:TORI GALLEGOS	EARLY LEARNING & CARE PROGRAMS	12	2,505.01
P24-02936	FOLLETT SCHOOL SOLUTIONS	SUPPLEMENTARY MATERIALS FOR TESTING	LUTHER BURBANK HIGH SCHOOL	01	878.96
P24-02937	LAKESHORE LEARNING MATERIALS	E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER	EARLY LEARNING & CARE PROGRAMS	12	1,812.73
P24-02938	DISCOUNT SCHOOL SUPPLY	DELIVER TO PARKWAY (272)/ ATTN: SONJA FULGHAM	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02939	DISCOUNT SCHOOL SUPPLY	DELIVER TO LISBON (YPSA)/ ATTN: ROSE VINCENT	EARLY LEARNING & CARE PROGRAMS	12	432.81
P24-02940	DISCOUNT SCHOOL SUPPLY	DELIVER TO P.BURNETT (277) / ATTN: G.SHETAB	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02941	DISCOUNT SCHOOL SUPPLY	DELIVER TO MLK (138) / ATTN: HA TA	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02942	DISCOUNT SCHOOL SUPPLY	DELIVER TO PACIFIC (269)/ ATTN:A. RONSHEIMER	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02943	CDW GOVERNMENT	CDW-G Epson Powerlite 119W	EARL WARREN ELEMENTARY SCHOOL	01	8,297.63
P24-02944	LAKESHORE LEARNING MATERIALS	E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER	EARLY LEARNING & CARE PROGRAMS	12	674.57
P24-02945	LAKESHORE LEARNING MATERIALS	E. I. BAKER PRK ROOM 29, SIA LOR LAKESHORE ORDER	EARLY LEARNING & CARE PROGRAMS	12	2,241.04
P24-02946	ODP BUSINESS SOLUTIONS LLC	LABOR SHOP / MIGUELS PRINTER	FACILITIES MAINTENANCE	01	860.26
P24-02947	ODP BUSINESS SOLUTIONS LLC	DELIVER TO MATSUYAMA CC, RM CC-1, PATRICIA BENOIT	EARLY LEARNING & CARE PROGRAMS	12	556.45
P24-02948	LAKESHORE LEARNING MATERIALS	SB ANTHONY PRK ROOM 20, T GALLEGOS LAKESHORE ORDER	EARLY LEARNING & CARE PROGRAMS	12	4,052.95
P24-02949	SUMMIT TECHNOLOGY AFFILIATE db a JMP OFFICE TECHNOLOGIES	MAINT. AGREEMENT-EQUIP	CENTRAL PRINTING SERVICES	01	3,437.00
P24-02950	AMPLIFY	DESMOS-ADDITIONAL LICENSES-SUPPLEMENTAL TECH	FERN BACON MIDDLE SCHOOL	01	4,500.00
P24-02951	PLANETBIDS, LLC	ePROCUREMENT LICENSE - 1 USER UPGRADE	PURCHASING SERVICES	01	1,525.00
P24-02952	JOSTENS INC	DIPLOMA COVERS FOR 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	4,890.43

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P24-02953	ALL WEST COACHLINES INC	LSJ - FIELD TRIP TRANSPORTATION	LUTHER BURBANK HIGH SCHOOL	01	1,236.90
P24-02954	REMIND101 INC	PARENT ENGAGEMENT/COMMUNICATION REMIND101	FATHER K.B. KENNY - K-8	01	1,100.00
P24-02955	JACLYN GARCIA VITRUAL ASSISTANT SERVICES	AFTERSCHOOL MASTERS-BOOKS FOR SCHOLARS	NEW JOSEPH BONNHEIM	09	900.00
P24-02956	COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPT	TREAT AS CONFIRMING - HAZARDOUS MATERIALS FEES	LUTHER BURBANK HIGH SCHOOL	01	1,127.00
P24-02957	EAN SERVICES LLC	CJA FIELD TRIP CAR RENTAL L.A.	JOHN F. KENNEDY HIGH SCHOOL	01	530.21
P24-02958	UC REGENTS	TREAT-AS-CONFIRMING: MODEL UN CONFERENCE	C. K. McCLATCHY HIGH SCHOOL	01	1,165.00
P24-02959	AMERICAN REFRIGERATION SUPPLY ACCT #172405	REFRIGERANT LEAK DETECTOR DUE TO STOLEN	NUTRITION SERVICES DEPARTMENT	13	6,225.47
P24-02960	DREAMBOX LEARNING INC	DREAMBOX	CESAR CHAVEZ INTERMEDIATE	01	10,978.00
P24-02961	DISCOUNT SCHOOL SUPPLY	DELIVER TO WOODBINE(390) / ATTN: JILL HERNANDEZ	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02962	DISCOUNT SCHOOL SUPPLY	DELIVER TO J.STILL (445)/ ATTN:YOLANDA PADILLA	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02963	DISCOUNT SCHOOL SUPPLY	DELIVER TO J.MARSHALL (305)/ ATTN: ROXANE SJOLUND	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02964	DISCOUNT SCHOOL SUPPLY	DELIVER TO E.PHILLIPS (110)/ ATTN:C.ALVA	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02965	DISCOUNT SCHOOL SUPPLY	DELIVER TO L.FLOYD(148) / ATTN:RAMAN CLAR	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02966	DISCOUNT SCHOOL SUPPLY	DELIVER TO BEAR FLAG (SACP)/ ATTN:MELANIE LOR	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02967	DISCOUNT SCHOOL SUPPLY	DELIVER TO HWHARKNESS (139)/ ATTN: DIANA FRANCO	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-02968	DOWNTOWN FORD	VEHICLE FOR SAFE SCHOOLS DIRECTOR	SAFE SCHOOLS OFFICE	01	45,527.84
P24-02969	BOOKS EN MORE	ELC ENROLLMENT CENTER - DR. ANGELLE CARSON	EARLY LEARNING & CARE PROGRAMS	12	3,349.50
P24-02970	DEMCO INC	ROCKER CHAIR FOR INT. SDC CLASS	A. M. WINN - K-8	01	222.94
P24-02971	ODP BUSINESS SOLUTIONS LLC	DELIVER TO J BIDWELL(153) RM 22 - CHARLOTTE BIER	EARLY LEARNING & CARE PROGRAMS	12	75.67
P24-02972	DISCOUNT SCHOOL SUPPLY	DELIVER TO DAWN WEYMOUTH CUBICLE 2218/FOR RUMI	EARLY LEARNING & CARE PROGRAMS	12	218.67
P24-02973	ODP BUSINESS SOLUTIONS LLC	ELAC SUPPLIES , READING, MATH, ELA	HOLLYWOOD PARK ELEMENTARY	01	189.24
P24-02974	SCHOOL SPECIALTY	SANITARY NAPKINS	WEST CAMPUS	01	224.94
P24-02975	ODP BUSINESS SOLUTIONS LLC	CLASSROOM INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	1,301.74

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-02976	SCANTRON CORP	ABE/HSE SCANTRON_TEST SHEETS	CHARLES A. JONES CAREER & ED	11	353.14
P24-02977	ODP BUSINESS SOLUTIONS LLC	TIME CLOCK	WEST CAMPUS	01	247.94
P24-02978	PIFER-BRIGHAM LLC dba EASY ENG LISH NEWS	EASY ENGLISH_INSTRUCTIONAL	CHARLES A. JONES CAREER & ED	11	750.00
P24-02979	TMA LASER GROUP INC	TONER PUCHASE 206A	AMERICAN LEGION HIGH SCHOOL	01	343.68
P24-02980	WRIGHT CELEBRATIONS! INC	STAGE/CHAIR RENTAL FOR 2023/2024 PROMOTION	FERN BACON MIDDLE SCHOOL	01	5,011.66
P24-02981	4 IMPRINT INC	CUSTOMIZED MUGS FOR RECRUIT	EARLY LEARNING & CARE PROGRAMS	12	2,418.62
P24-02982	LUX BUS AMERICA CO	BUS FOR 6TH GRADE FIELDTRIP 2023/2024	FATHER K.B. KENNY - K-8	01	4,796.49
P24-02983	MICHAEL'S TRANSPORTATION	6th Grade UC Davis Charter Bus	GOLDEN EMPIRE ELEMENTARY	01	2,840.00
P24-02984	COUNTY OF SACRAMENTO ENVIRONMENTAL MGMT DEPT	POOL REC HEALTH PERMIT IN616164	HIRAM W. JOHNSON HIGH SCHOOL	01	859.00
P24-02985	LEONI MEADOWS	FIELD TRIP LEONI MEADOWS SUY:U ELEMENTARY	SUY:U ELEMENTARY	01	200.00
P24-02986	PUT-IN-CUPS LLC	PUT IN CUPS FOR FENCE - RENAMING	MIWOK MIDDLE SCHOOL	01	1,725.00
P24-02987	COLLEGE BOARD	PSAT NMSQT	ROSEMONT HIGH SCHOOL	01	3,222.18
P24-02988	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES	CAMELLIA BASIC ELEMENTARY	12	269.88
P24-02989	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES	WASHINGTON ELEMENTARY SCHOOL	12	313.95
P24-02990	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES	WOODBINE ELEMENTARY SCHOOL	12	160.86
P24-02991	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	12	310.01
P24-02992	SCHOOL NURSE SUPPLY INC	CARE ROOM SUPPLIES	A. M. WINN - K-8	01	35.09
P24-02993	ORIENTAL TRADING CO, ACCT 2520 80	STUDENT ATTENDANCE/BEHAVIOR REWARDS	CAROLINE WENZEL ELEMENTARY	01	324.47
P24-02994	LAKESHORE LEARNING MATERIALS	SCHOOL SUPPLIES-PENCIL POUCHES POSTER	WILL C. WOOD MIDDLE SCHOOL	01	815.36
P24-02995	LAKESHORE LEARNING MATERIALS	DELIVER TO MATSUYAMA CC, RM CC1, PATRICIA BENOIT	EARLY LEARNING & CARE PROGRAMS	12	578.00
P24-02996	LAKESHORE LEARNING MATERIALS	RM9 SEATS	JAMES W MARSHALL ELEMENTARY	01	409.41
P24-02997	REALLY GOOD STUFF	COMMUNICATION REFERENCE CARDS - CHRISTINA R	EARLY LEARNING & CARE PROGRAMS	12	76.61
P24-02998	MUSICIANS FRIEND	SDC MUSIC SUPPLIES	A. M. WINN - K-8	01	26.74
P24-02999	LAKESHORE LEARNING MATERIALS	SDC INSTRUCTIONAL MATERIALS	A. M. WINN - K-8	01	106.46

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03000	DISCOUNT SCHOOL SUPPLY	DELIVER TO E. WARREN(095)/ ATTN: SUZIE SARABA	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-03001	BLICK ART MATERIALS	ART ORDER 2023-24SY	CESAR CHAVEZ INTERMEDIATE	01	151.60
P24-03002	BLICK ART MATERIALS	BLICK ART SUPPLY ORDER 2023-24SY	AMERICAN LEGION HIGH SCHOOL	01	457.74
P24-03003	BOOKS EN MORE	BOOK ORDER - RUMI NOZUE 2023-24 SY	EARLY LEARNING & CARE PROGRAMS	12	441.26
P24-03004	DEMCO INC	DEMCO LIBRARY CURRICULUM SUPPLIES 2023-24SY	LIBRARY/TEXTBOOK SERVICES	01	560.36
P24-03005	DISCOUNT SCHOOL SUPPLY	DELIVER TO FKBKENNY (117)/ ATTN: DENISE RICHARDSON	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-03006	CDW GOVERNMENT	TECH-HP LAPTOPS/PRINTERS/DESKT OPS	ALBERT EINSTEIN MIDDLE SCHOOL	01	25,055.01
P24-03007	CENTER FOR THE COLLABORATIVE C LASSROOM	Q726631 SIPPS KITS	CAROLINE WENZEL ELEMENTARY	01	11,295.56
P24-03008	DIVOT ASSETS, INC	ASSET TAG REPLENISHMENT	PURCHASING SERVICES	01	6,230.90
P24-03009	SCUSD - US BANK CAL CARD	CJA - FIELD TRIP TO ALCATRAZ	JOHN F. KENNEDY HIGH SCHOOL	01	865.00
P24-03010	SACRAMENTO COUNTY OFFICE OF ED UCATION	SLY PARK REGISTRATION	PONY EXPRESS ELEMENTARY SCHOOL	01	11,190.00
P24-03011	FOLLETT SCHOOL SOLUTIONS	Fr. Keith B. Kenny Library order	LIBRARY/TEXTBOOK SERVICES	01	5,715.35
P24-03012	ODP BUSINESS SOLUTIONS LLC	ELC ENROLLMENT OFFICE ORDER	EARLY LEARNING & CARE PROGRAMS	12	6,259.30
P24-03013	ODP BUSINESS SOLUTIONS LLC	HP TONER FOR PRINTER	CAMELLIA BASIC ELEMENTARY	01	750.01
P24-03014	GOLFLAND SUNSPASH	PBIS REWARD TRIP	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,857.00
P24-03015	RIVERSIDE PUBLISHING CO INC	PROTOCOL - TEST	SPECIAL EDUCATION DEPARTMENT	01	4,950.32
P24-03016	LEXIA LEARNING SYSTEMS LLC	LEXIA CORE READING/LITERACY UNLIMITED LICENSE	ABRAHAM LINCOLN ELEMENTARY	01	13,800.00
P24-03017	PINSETTERS, INC. DBA COUNTRY C LUB LANES	7TH GRADE PBIS REWARD TRIP 6-12-24	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,150.00
P24-03018	AMERICAN RIVER NATURAL HISTORY dba EFFIE YEAW NATURE CENTER	EFFIE YEAW FIELD TRIP / FERRIS	SUTTERVILLE ELEMENTARY SCHOOL	01	325.00
P24-03019	INGENIUM GROUP	TREAT-AS-CONFIRMING: PAY FOR HAZMAT WASTE REMOVAL	C. K. McCLATCHY HIGH SCHOOL	01	5,118.13
P24-03020	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS WASTE REMOVAL	ROSEMONT HIGH SCHOOL	01	8,158.37
P24-03021	COTTON SHOPPE	MIWOK GEAR FOR STAFF	MIWOK MIDDLE SCHOOL	01	1,512.82

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03022	SCUSD - US BANK CAL CARD	CalCard - █████ February 2024	SPECIAL EDUCATION DEPARTMENT	01	166.91
P24-03023	SCUSD - US BANK CAL CARD	CAL CARD RECON.: JOINED W/ Y24-00280	YOUTH DEVELOPMENT	01	200.00
P24-03024	CHLOE STIDGER	EDUCATIONAL.COM ANNUAL MEMBERSHIP (STIDGER)	JOHN F. KENNEDY HIGH SCHOOL	01	59.94
P24-03025	LAKESHORE LEARNING MATERIALS	LS FOR ABE LINCOLN - KIN DO	EARLY LEARNING & CARE PROGRAMS	12	5,933.27
P24-03026	GOPHER SPORT	PE SUPPLIES 2023-202SY	LUTHER BURBANK HIGH SCHOOL	01	3,699.21
P24-03027	AAA GARMENTS & LETTERING INC	PE CLOTHES 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	6,707.72
P24-03028	FLINN SCIENTIFIC INC 33411	SCIENCE FLINN ORDER 2023-24SY	AMERICAN LEGION HIGH SCHOOL	01	1,401.92
P24-03029	KLINE MUSIC INC	VAPA-MUSIC- WIND INSTRUMENT REEDS 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	171.03
P24-03030	THE HOME DEPOT PRO	EXTENDED LEARNING CUSTODIAL SUPPLIES	BUILDINGS & GROUNDS/OPERATIONS	01	5,628.90
P24-03031	DISCOUNT SCHOOL SUPPLY	DELIVER TO G.EMPIRE (130)/ ATTN:MARIA AVETISOV	EARLY LEARNING & CARE PROGRAMS	12	432.85
P24-03032	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	BACKPACK BOOKS FY23-24 - CHRISTINA R	EARLY LEARNING & CARE PROGRAMS	12	11,685.84
P24-03033	CURRICULUM ASSOCIATES LLC	iReady 23/24/25 School year	MARTIN L. KING JR ELEMENTARY	01	10,316.80
P24-03034	ODP BUSINESS SOLUTIONS LLC	MATERIALS FOR MATH INTERVENTION CLASS	WILL C. WOOD MIDDLE SCHOOL	01	207.90
P24-03035	SCHOOL SPECIALTY	NOISE CANCELLING HEADPHONES SUPPLEMENTAL EQUIP.	WASHINGTON ELEMENTARY SCHOOL	01	59.14
P24-03036	PACIFIC OFFICE AUTOMATION	RISO INK	CROCKER/RIVERSIDE ELEMENTARY	01	228.89
P24-03037	ODP BUSINESS SOLUTIONS LLC	ASB SUPPLIES FOR ACTIVITIES	WILL C. WOOD MIDDLE SCHOOL	01	317.04
P24-03038	IXL LEARNING INC	IXL LEARNING	SUTTERVILLE ELEMENTARY SCHOOL	01	11,195.00
P24-03039	FOLLETT SCHOOL SOLUTIONS	K-6 Library order WITHOUT C&P	LIBRARY/TEXTBOOK SERVICES	01	1,051.82
P24-03040	DISCOUNT SCHOOL SUPPLY	DELIVER TO A. LINCOLN (097)/ ATTN: KIN DO	EARLY LEARNING & CARE PROGRAMS	12	3,464.10
P24-03041	DISCOUNT SCHOOL SUPPLY	DELIVER TO BGCHACON (025)/ATTN: YVETTE MARTINEZ	EARLY LEARNING & CARE PROGRAMS	12	1,824.72
P24-03042	DISCOUNT SCHOOL SUPPLY	DELIVER TO CAJ SKILLS (593)ATTN: YVETTE LEE	EARLY LEARNING & CARE PROGRAMS	12	3,027.44
P24-03043	DISCOUNT SCHOOL SUPPLY	DELIVER TO E. WARREN (095)/ATTN: SUZIE SARABA	EARLY LEARNING & CARE PROGRAMS	12	2,067.25
P24-03044	CHARTER AMERICA	CHARTER BUS FIELDTRUP APIDA MARCH 1, 2024	COUNSELING SERVICES	01	19,991.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03045	APPLE INC	10.9-INCH IPAD AIR WE-FI 64GB-STARLIGHT	STUDENT SUPPORT&HEALTH SRVCS	01	680.04
P24-03046	CDW GOVERNMENT	HMS- CLASS SET OF CHROMEBOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	11,673.03
P24-03047	CDW GOVERNMENT	UPGRADE IN TECHNOLOGY TO ENHANCE STUDENT LEARNING	SAM BRANNAN MIDDLE SCHOOL	01	1,207.13
P24-03048	CDW GOVERNMENT	MINI DESKTOPS FOR ADMIN	JOHN H. STILL - K-8	01	3,800.51
P24-03049	DISCOUNT SCHOOL SUPPLY	DELIVER TO HW HARKNESS (139)/ATTN: DIANA FRANCO	EARLY LEARNING & CARE PROGRAMS	12	2,441.59
P24-03050	DISCOUNT SCHOOL SUPPLY	DELIVER TO OAK RIDGE (265)/ATTN: CHONG VANG	EARLY LEARNING & CARE PROGRAMS	12	1,150.51
P24-03051	DISCOUNT SCHOOL SUPPLY	DELIVER TO J. BIDWELL (153)/ATTN:CHARLOTTE BIER	EARLY LEARNING & CARE PROGRAMS	12	3,668.44
P24-03052	DISCOUNT SCHOOL SUPPLY	DELIVER TO YPSA (LISBON) /ATTN:ROSE VINCENT	EARLY LEARNING & CARE PROGRAMS	12	1,992.00
P24-03053	DISCOUNT SCHOOL SUPPLY	DELIVER TO PARKWAY(272)/ATTN: SONJA FULGHAM	EARLY LEARNING & CARE PROGRAMS	12	1,473.42
P24-03054	DISCOUNT SCHOOL SUPPLY	DELIVER TO L.FLOYD(148)/ATTN: RAMAN CLAR	EARLY LEARNING & CARE PROGRAMS	12	842.96
P24-03055	CDW GOVERNMENT	COMPUTER FOR MATH SUPPORT-SUPPLEMENTAL	FERN BACON MIDDLE SCHOOL	01	1,134.92
P24-03056	CDW GOVERNMENT	CHROMEBOOKS FOR STUDENTS-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	11,795.58
P24-03057	ODP BUSINESS SOLUTIONS LLC	PRINTER FOR CAREERS W/ CHILDREN	AMERICAN LEGION HIGH SCHOOL	01	582.89
P24-03058	CENTER FOR THE COLLABORATIVE C LASSROOM	SIPPS ELSB	JOHN D SLOAT BASIC ELEMENTARY	01	11,669.16
P24-03059	CENTER FOR THE COLLABORATIVE C LASSROOM	SIPPS CURRICULUM: LITERACY INSTRUCTIONAL MATERIAL	A. M. WINN - K-8	01	27,453.50
P24-03060	TMA LASER GROUP INC	ADMIN INK - CONFIRMING	EDWARD KEMBLE ELEMENTARY	01	478.52
P24-03061	AMERICAN SCHOOL COUNSELOR ASS	COUNSELING - BOOK PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	176.64
P24-03062	EXPLORE LEARNING	CLASSROOMS' MATH PROGRAM	HUBERT H BANCROFT ELEMENTARY	01	3,295.00
P24-03063	TROXELL COMMUNICATIONS INC	INTERACTIVE TOUCH FLAT PANEL DISPLAY FOR CLASSROOM	ABRAHAM LINCOLN ELEMENTARY	01	38,360.00
P24-03064	JAMF HOLDINGS INC JAMF SOFTWARE LLC	JamF school lifetime license	EARLY LEARNING & CARE PROGRAMS	12	1,225.00
P24-03065	BURLINGTON ENGLISH INC	ELA & EL CIVICS - BURLINGTON ENGLISH - DISTANCE ED	CHARLES A. JONES CAREER & ED	11	14,400.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03066	HEARTBEAT CPR EDUCATORS	CPR FOR SCHOOL NURSES	HEALTH SERVICES	01	2,383.50
P24-03067	LAKESHORE LEARNING MATERIALS	QUOTE # 57510 (CAJ SKILLS(593), ATTN: YVETTE LEE	EARLY LEARNING & CARE PROGRAMS	12	1,785.13
P24-03068	DISCOUNT SCHOOL SUPPLY	SDC SUPPLEMENTAL SUPPLIES 2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	484.36
P24-03069	BLICK ART MATERIALS	INSTRUCTIONAL MATERIALS 2023-24SY	A. M. WINN - K-8	01	38.00
P24-03070	BLICK ART MATERIALS	DRAWING CLASS: SUPPLEMENTAL MATERIALS 2023-24SY	A. M. WINN - K-8	01	378.56
P24-03071	BLICK ART MATERIALS	INSTR. MATERIALS FOR 7TH GRD 2023-24SY	A. M. WINN - K-8	01	194.55
P24-03072	BLICK ART MATERIALS	INSTR. MATRLS FOR 2ND GRD 2023-24SY	A. M. WINN - K-8	01	115.95
P24-03073	THE HOME DEPOT PRO	ELC & CARE CUSTODIAL SUPPLIES 2023-24SY	MARTIN L. KING JR ELEMENTARY	12	301.05
P24-03074	AMADOR STAGE LINES INC	CHARTER BUS TO FEDERAL DISTRICT COURT 4/26 - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,403.20
P24-03075	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	GRAD NIGHT 2024 BUS	HEALTH PROFESSIONS HIGH SCHOOL	01	5,081.00
P24-03076	LUX BUS AMERICA CO	TRANSPORTATION TO MUSIC FESTIVAL COMPETITION	WILL C. WOOD MIDDLE SCHOOL	01	2,993.48
P24-03077	AMADOR STAGE LINES INC	CHARTER FOR FT PEAK ADVENTURES 4/8 LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,290.00
P24-03078	AMADOR STAGE LINES INC	CHARTER FOR FT PEAK ADVENTURES 4/17/24 LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,502.00
P24-03079	LUX BUS AMERICA CO	FIELD TRIP CHARTER BUS - ACADEMY OF SCIENCES	O. W. ERLEWINE ELEMENTARY	01	2,649.35
P24-03080	BOOKS EN MORE	BOOKS- BASIC AND BELOW BASIC LEVEL 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	304.50
P24-03081	GOPHER SPORT	PE INSTRUCTIONAL MATERIALS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,560.19
P24-03082	GOPHER SPORT	GYM FLOOR MATS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	16,406.27
P24-03083	KOMBAT INK	GREEN NIKE SOCCER JERSEYS 2023-24SY	MIWOK MIDDLE SCHOOL	01	3,637.20
P24-03084	J TAYLOR EDUCATION INC	DEPTH/COMPLEXITY ICON MAGNETS 2023-24SY	CAMELLIA BASIC ELEMENTARY	01	528.53
P24-03085	AMADOR STAGE LINES INC	CHARTER FOR FT PEAK ADVENTURES 4/30/24 LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,502.00
P24-03086	MICHAEL'S TRANSPORTATION	CHARTER BUS FOR 8TH GRADE FIELDTRIP	A. M. WINN - K-8	01	2,650.00
P24-03087	ALL WEST COACHLINES INC	TRANSPORTATION - MOCK TRIAL	LUTHER BURBANK HIGH SCHOOL	01	1,920.19
P24-03088	LAKESHORE LEARNING MATERIALS	QUOTE # 58044 (J. STILL (445), ATTN: YOLANDA	EARLY LEARNING & CARE PROGRAMS	12	1,785.13

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P24-03089	LANTANA INC dba FASTSIGNS OF SACRAMENTO	FERN BACON WELCOME SIGN 2023-24SY	FERN BACON MIDDLE SCHOOL	01	153.34
P24-03090	LAKESHORE LEARNING MATERIALS	CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121	EARLY LEARNING & CARE PROGRAMS	12	843.03
P24-03091	LAKESHORE LEARNING MATERIALS	CLASSROOM SUPPLIES - ELDER CREEK INF/TOD RM 3	EARLY LEARNING & CARE PROGRAMS	12	1,922.54
P24-03092	MARBLESOFT LLC KEYGUARD ASSIST IVE TECHNOLOGY	AAC/AT MATERIALS WILL C WOOD 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	359.55
P24-03094	GLOBAL EQUIPMENT CO INC	SEWER CAMERA	FACILITIES MAINTENANCE	01	10,150.53
P24-03095	CR&C HAULAWAY STORAGE CONTAINERS	RENTAL STORAGE CONTAINERS	FACILITIES MAINTENANCE	01	1,279.00
P24-03096	ANIXTER INC	0146-465 ISADOR COHEN SECURITY MASTERLOCKS	FACILITIES SUPPORT SERVICES	21	328.50
P24-03097	ANIXTER INC	0420-465 ROSA PARKS SECURITY MASTER LOCKS	FACILITIES SUPPORT SERVICES	21	305.04
P24-03098	WIRESMAN FENCE PRODUCTS	MCCLATCHY TENNIS COURT REPAIR	FACILITIES MAINTENANCE	01	2,619.79
P24-03099	BEACON BUILDING PRODUCTS	VARIES ROOF LEAKS / SUMMER PROJECT	FACILITIES MAINTENANCE	01	7,370.06
P24-03100	NEW HOME BUILDING SUPPLY INC	MATERIAL FOR CARP SUMMER PROJECT	FACILITIES MAINTENANCE	01	4,498.14
P24-03101	SAFETY CENTER INC	CONFIRMING - SCISSOR LIFT TRAINING	FACILITIES MAINTENANCE	01	1,225.00
P24-03102	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	SUY:U ELEMENTARY	12	302.93
P24-03103	WOOD BROS FLOOR COVERING	WM LAND CARPETING MATERIAL FOR MULTIPLE AREAS	FACILITIES MAINTENANCE	01	16,852.19
P24-03104	CA DEPT OF GENERAL SERVICES DIVISION OF STATE ARCHITECT	0510-442 CKM POOL UPGRADE - DSA FEES	FACILITIES SUPPORT SERVICES	21	22,914.00
P24-03105	AMADOR STAGE LINES INC	CHARTER BUS FOR COLLEGE TOUR - UC BERKELEY 4/2/24	C. K. McCLATCHY HIGH SCHOOL	01	1,619.00
P24-03106	ALL WEST COACHLINES INC	CHARTER BUS TO JAPANTOWN, S.F - FISHER	C. K. McCLATCHY HIGH SCHOOL	01	1,815.63
P24-03107	AMADOR STAGE LINES INC	CHARTER BUS FOR TRIP TO ALCATRAZ 5/9/24 - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	1,890.05
P24-03108	ASI PEAK ADVENTURES	PEAK ADVENTURES TEAMBUILDING FT 5/15 - CJA	C. K. McCLATCHY HIGH SCHOOL	01	4,000.00
P24-03109	LUX BUS AMERICA CO	FLDTRIP TRANSP -6TH GRADE TO LEONI MEADOWS	SUY:U ELEMENTARY	01	2,956.26
P24-03110	ALL WEST COACHLINES INC	CHARTER BUS FOR CJA TRIP TO ASI PEAK ADVENTURES	C. K. McCLATCHY HIGH SCHOOL	01	1,576.05

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P24-03111	UNIVERSAL LIMOUSINE CO	SLY PARK TRANSPORTATION	SEQUOIA ELEMENTARY SCHOOL	01	2,350.00
P24-03112	UNIVERSAL ATHLETIC LLC	TREAT-AS-CONFIRMING: GIRLS SOCCER UNIFORMS	C. K. McCLATCHY HIGH SCHOOL	01	6,194.30
P24-03113	NATHAN MCGILL	TREAT AS CONFIRMING	ETHEL I. BAKER ELEMENTARY	01	2,337.66
P24-03114	FOLLETT SCHOOL SOLUTIONS	LIBRARY EBOOKS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	54.36
P24-03115	JONES SCHOOL SUPPLY CO INC	MEDALS 2023-24SY	JOHN H. STILL - K-8	01	1,001.04
P24-03116	JONES SCHOOL SUPPLY CO INC	MEDALS STUDENT ACHIEVEMENT- INCENTIVE 2023-24SY	FERN BACON MIDDLE SCHOOL	01	1,620.22
P24-03117	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	GOLDEN EMPIRE ELEMENTARY	12	301.44
P24-03118	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	LEATAATA FLOYD ELEMENTARY	12	317.94
P24-03119	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	JOHN BIDWELL ELEMENTARY	12	302.84
P24-03120	GOPHER SPORT	PE SUPPLIES FOR PE TEACHER CLASSES 2023-24SY	SUY:U ELEMENTARY	01	262.13
P24-03121	BULK BOOKSTORE	ELA SUPPL. READING BOOKS FOR LPPA 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	380.19
P24-03122	JONES SCHOOL SUPPLY CO INC	MEDALS & ED. ACHIEVEMENTS 2023-24SY	MARTIN L. KING JR ELEMENTARY	01	201.30
P24-03123	ELITE PARTY RENTALS LLC	8TH GR PROMOTION- CAMPUS CHAIR RENTAL	UMOJA INTERNATIONAL ACADEMY	01	738.00
P24-03124	HOMAYOON HAMDARD	REFUGEE PROGRAM	CHARLES A. JONES CAREER & ED	11	1,783.00
P24-03125	SCUSD - US BANK CAL CARD	TICKETS TO THE CAL ACADEMY OF SCIENCE - 9TH GRADE	C. K. McCLATCHY HIGH SCHOOL	01	2,870.40
P24-03126	JUNIOR LIBRARY GUILD	TREAT-AS-CONFIRMING - JLG BOOK SUBSCRIPTION	C. K. McCLATCHY HIGH SCHOOL	01	2,744.91
P24-03127	THINK SOCIAL PUBLISHING dba SO CIAL THINKING	INSTR. MATERIALS FOR SPEECH TEACHER 2023-24SY	A. M. WINN - K-8	01	279.73
P24-03128	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	EDWARD KEMBLE ELEMENTARY	12	292.73
P24-03129	WILLIAM MACGILL & CO	FIRST AIDE SUPPLIES FOR STUDENTS 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	628.58
P24-03131	HARRIS SCHOOL SOLUTIONS	ETRITION POS AND SITE LICENSE PAST DUE	NUTRITION SERVICES DEPARTMENT	13	900.00
P24-03132	SCHOOL EMPLOYERS ASSN OF CA	SEAC ANNUAL JPA MBRSHIP 23-24	HUMAN RESOURCE SERVICES	01	5,069.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03133	SCHOLASTIC INC	SCHOLASTIC	PONY EXPRESS ELEMENTARY SCHOOL	01	846.78
P24-03134	LAKESHORE LEARNING MATERIALS	LS FOR ELDER CREEK 4 - IRINA ZOLNIKOV 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	3,780.94
P24-03135	PLAY THERAPY SUPPLY LLC	CLINICIAN BOOKS FOR CLASSROOMS - RUMI N	EARLY LEARNING & CARE PROGRAMS	12	1,960.24
P24-03136	VICTORY TROPHIES	STUDENT INCENTIVES AWARD PLAQUES 2023-24SY	FERN BACON MIDDLE SCHOOL	01	2,995.31
P24-03137	MUSICIANS FRIEND	VIOLIN ROSIN FOR STRINGS CLASS 2023-24SY	A. M. WINN - K-8	01	108.21
P24-03138	LAKESHORE LEARNING MATERIALS	CLASSROOM CARPET ELEM 2023-24 SY	JOHN H. STILL - K-8	01	4,776.30
P24-03139	LAKESHORE LEARNING MATERIALS	INSTRUCT. MATERIALS FOR SDC (GRDS 5-8) 2023-24SY	A. M. WINN - K-8	01	259.21
P24-03140	S&S WORLDWIDE INC	STUDENT SUPPLIES 2023-24SY	JOHN D SLOAT BASIC ELEMENTARY	01	1,170.03
P24-03141	NDS AIA SERVICES LLC	JACKETS FOR RECRUITMENT-TREAT AS CONFIRMING	EARLY LEARNING & CARE PROGRAMS	12	223.65
P24-03142	LAKESHORE LEARNING MATERIALS	SENSORY SPED RM3/24	JAMES W MARSHALL ELEMENTARY	01	297.31
P24-03143	ACADEMIC AFFAIRS YOUR GRADUATI ON SUPPLY	CAP, GOWN, TASSEL UNIT 2023-24SY	ENGINEERING AND SCIENCES HS	01	2,728.52
P24-03144	SADDLEBACK EDUCATIONAL PUBLISH ING	ELC CLASSROOM SUPPLIES 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	191.93
P24-03145	4 IMPRINT INC	TRANSITION PROGRAM - SHIRTS	SPECIAL EDUCATION DEPARTMENT	01	2,746.42
P24-03146	EXCEL PHOTOGRAPHERS	STUDENT INCENTIVES	JOHN D SLOAT BASIC ELEMENTARY	01	1,577.81
P24-03147	SCUSD - US BANK CAL CARD	CALCARD RECON - MARCH 2024	ACADEMIC OFFICE	01	45.30
P24-03148	SCUSD - US BANK CAL CARD	CAL-CARD STATEMENT NOVEMBER 2023	ENGINEERING AND SCIENCES HS	01	141.49
P24-03149	MICHAEL ORVEDAHL	TREAT AS CONFIRMING	ETHEL I. BAKER ELEMENTARY	01	453.64
P24-03150	[REDACTED]	PARENT REIMB - CDE COMPLAINT [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	3,000.00
P24-03151	ASI PEAK ADVENTURES	23-24 PEAK ADVENTURE - SCUSD SACS	YOUTH DEVELOPMENT	01	1,200.00
P24-03152	REALITYWORKS INC	CAREERS WITH CHILDREN PURCHASE 2023-24SY	AMERICAN LEGION HIGH SCHOOL	01	1,344.26
P24-03153	TMA LASER GROUP INC	PRINTER INK 2023-24SY	MIWOK MIDDLE SCHOOL	01	434.96
P24-03154	CLASSLINK INC	CLASS LINK	ACADEMIC OFFICE	01	8,995.00
P24-03155	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL MATERIALS SDC- VARELAS	HIRAM W. JOHNSON HIGH SCHOOL	01	135.10
P24-03156	ODP BUSINESS SOLUTIONS LLC	DELIVER TO LDV CC, ROOM 36, P.LAWSON/C.TILLMAN	EARLY LEARNING & CARE PROGRAMS	12	546.37
P24-03157	ODP BUSINESS SOLUTIONS LLC	TEACHER WORKROOM SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	424.11

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P24-03158	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES - ELDER CREEK INF/TOD RM 3	EARLY LEARNING & CARE PROGRAMS	12	157.68
P24-03159	ODP BUSINESS SOLUTIONS LLC	CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121	EARLY LEARNING & CARE PROGRAMS	12	315.35
P24-03160	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES - LORENA POON - INF/TOD	EARLY LEARNING & CARE PROGRAMS	12	295.90
P24-03161	ODP BUSINESS SOLUTIONS LLC	DELIVER TO MATSUYAMA C.C.RM#CC-2, JILL SUTTER	EARLY LEARNING & CARE PROGRAMS	12	271.52
P24-03162	ODP BUSINESS SOLUTIONS LLC	DELIVER TO MLK CC, RM14, KRISTEN ENCINAS	EARLY LEARNING & CARE PROGRAMS	12	592.30
P24-03163	ODP BUSINESS SOLUTIONS LLC	WHITEBOARD - PE MR SHELBY	LUTHER BURBANK HIGH SCHOOL	01	97.43
P24-03164	ODP BUSINESS SOLUTIONS LLC	PED INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	108.92
P24-03165	ZAJIC APPLIANCE SERVICE INC	WASHER FOR CALIFORNIA MIDDLE	NUTRITION SERVICES DEPARTMENT	13	938.91
P24-03166	SCHOOL SPECIALTY	LATERAL FILE CABINET FOR ELC ENROLLMENT, SUE	EARLY LEARNING & CARE PROGRAMS	12	511.10
P24-03167	FOLLETT SCHOOL SOLUTIONS	Rosa Parks "Readers" NO Cataloging & Processing	LIBRARY/TEXTBOOK SERVICES	01	951.81
P24-03168	DANSIE CURRICULM DESIGN LLC	RSP TEACHER MATH CURRICULUM	DAVID LUBIN ELEMENTARY SCHOOL	01	299.00
P24-03169	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,126.52
P24-03170	DISCOUNT SCHOOL SUPPLY	CLASS SUPPLIES - AMERICAN LEGION INF/TOD RM 121	EARLY LEARNING & CARE PROGRAMS	12	966.26
P24-03171	LITERACY RESOURCE LLC dbaHEGGE RTY PHONEMIC	JASMINE JONES KINDER	JOHN H. STILL - K-8	01	220.28
P24-03172	NO TEARS LEARNING INC dba LEAR NING WITHOUT TEARS	LEARNING WITHOUT TEARS	JOHN H. STILL - K-8	01	1,117.00
P24-03173	PRO-ED INC	PSYCHOLOGIST PROTOCOLS-DIGITAL	SPECIAL EDUCATION DEPARTMENT	01	90.26
P24-03174	SPHERA SOLUTIONS INC	RM COMMUNICATION SUBSCRIPTION-CONFIRMING REQ	RISK MANAGEMENT	67	1,658.60
P24-03175	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	PURCHASE KILN FOR CERAMICS	C. K. McCLATCHY HIGH SCHOOL	01	4,302.97
P24-03176	ODP BUSINESS SOLUTIONS LLC	FILE CABINETS	LUTHER BURBANK HIGH SCHOOL	01	1,153.14
P24-03177	ODP BUSINESS SOLUTIONS LLC	STANDING DESK FOR OFFICE MANAGER	AMERICAN LEGION HIGH SCHOOL	01	173.45
P24-03178	ODP BUSINESS SOLUTIONS LLC	STANDING DESK FOR COUNSELOR	AMERICAN LEGION HIGH SCHOOL	01	173.45
P24-03179	POSTMASTER BUSINESS MAIL ENTRY UNIT	BRM ACCOUNT MAINTENANCE	PURCHASING SERVICES	01	930.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03180	VIRCO INC	OUTDOOR TABLE FOR AMER LEGION INF/TOD RM 121	EARLY LEARNING & CARE PROGRAMS	12	2,449.99
P24-03181	VIRCO INC	OUTDOOR TABLE FOR ELDER CREEK INF/TOD RM 3	EARLY LEARNING & CARE PROGRAMS	12	2,449.99
P24-03182	BARCODES LLC	School Site Barcodes	LIBRARY/TEXTBOOK SERVICES	01	614.13
P24-03183	DISCOUNT SCHOOL SUPPLY	DELIVER TO WASHINGTON (379)/ATTN WILL ANDERSON	EARLY LEARNING & CARE PROGRAMS	12	3,333.60
P24-03184	SCHOOL SPECIALTY	VAPA/LEADERSHIP DISPLAY WALLS	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,714.21
P24-03185	CDW GOVERNMENT	PLEASE DELIVER TO LEILA L'AURORA IN ELC	EARLY LEARNING & CARE PROGRAMS	12	443.76
P24-03186	CDW GOVERNMENT	GoGuardian 4/30/24-6/29/24	ACADEMIC OFFICE	01	10,800.00
P24-03187	CDW GOVERNMENT	LAPTOP FOR NS OFFICE(2) +WH(1)	NUTRITION SERVICES DEPARTMENT	13	3,308.99
P24-03188	CDW GOVERNMENT	EAC - COMPUTERS & MONITORS	ENROLLMENT CENTER	01	4,698.44
P24-03189	CDW GOVERNMENT	EAC - LAPTOPS/NOTEBOOKS	ENROLLMENT CENTER	01	2,085.43
P24-03190	UNITED SITE SERVICES	CONFIRMING - WASH STATION RENTAL @ ROSEMONT	FACILITIES MAINTENANCE	01	6,779.47
P24-03191	FOLLETT SCHOOL SOLUTIONS	Albert Einstein MS Library order	LIBRARY/TEXTBOOK SERVICES	01	4,983.71
P24-03192	FOLLETT SCHOOL SOLUTIONS	Earl Warren Library	LIBRARY/TEXTBOOK SERVICES	01	10,004.55
P24-03193	FOLLETT SCHOOL SOLUTIONS	Rosa Parks Library order	LIBRARY/TEXTBOOK SERVICES	01	13,617.01
P24-03194	FOLLETT SCHOOL SOLUTIONS	Bowling Green McCoy Books w/o C&P	LIBRARY/TEXTBOOK SERVICES	09	10,996.52
P24-03195	FOLLETT SCHOOL SOLUTIONS	Professional Library books to support Literacy	LIBRARY/TEXTBOOK SERVICES	01	4,981.12
P24-03196	J'S COMMUNICATIONS INC	MOTOROLA R2 RADIOS - TWO WAY RADIOS	ENROLLMENT CENTER	01	2,657.09
P24-03197	SCHOOL OUTFITTERS DBA FAT CATA LOG	INTERACTIVE PROJECTION CAMERA	JOHN BIDWELL ELEMENTARY	01	233.23
P24-03198	MAXI AIDS INC	AT-VI MATERIAL [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	5,206.88
P24-03199	ODP BUSINESS SOLUTIONS LLC	SPED SMART TV - WALKER	AMERICAN LEGION HIGH SCHOOL	01	141.47
P24-03200	READ NATURALLY INC	READING PROGRAM FOR SPED	ROSEMONT HIGH SCHOOL	01	290.00
P24-03201	SCUSD - US BANK CAL CARD	LOW INCIDENCE [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	106.77
P24-03202	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	5TH GRADE TRIP TO EXPLORATORIUM IN SAN FRANCISCO	BOWLING GREEN ELEMENTARY	09	3,069.60
P24-03203	UNIVERSAL LIMOUSINE CO	PAST DUE INVOICE FOR UNIVERSAL LIMO	BG CHACON ACADEMY	09	1,000.00
P24-03204	FAIRYTALE TOWN	IN CLASSROOM FIELD TRIP-FAIRYTALE TOWN	NEW JOSEPH BONNHEIM	09	275.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03205	AMAZON CAPITAL SERVICES	COFFEE MAKER 2023-24SY	JOHN BIDWELL ELEMENTARY	01	91.37
P24-03206	AMAZON CAPITAL SERVICES	DAD'S EVENT & EOY EVENT - BILL CARR	EARLY LEARNING & CARE PROGRAMS	12	239.15
P24-03207	AMAZON CAPITAL SERVICES	PE EQUIPMENT 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	29.84
P24-03208	ALL WEST COACHLINES INC	DEER CREEK-4TH GRADE-CHARTER BUS	BG CHACON ACADEMY	09	1,236.90
P24-03209	LUX BUS AMERICA CO	COLOMA-4TH GRADE-CHARTER BUS	BG CHACON ACADEMY	09	1,676.89
P24-03210	ALL WEST COACHLINES INC	SACRAMENTO COUNTY FAIR-2ND GRADE-CHARTER BUS	BG CHACON ACADEMY	09	1,406.48
P24-03211	BOOKS EN MORE	INTERMEDIATE GRADE LEVEL NOVELS-6th GRADE	CAMELLIA BASIC ELEMENTARY	01	1,201.56
P24-03212	BOOKS EN MORE	PRIMARY GRADE LEVEL NOVELS-3rd GRADE	CAMELLIA BASIC ELEMENTARY	01	808.58
P24-03213	BOOKS EN MORE	VOCABULARY BOOKS FOR ENGLISH DEPT	ENGINEERING AND SCIENCES HS	01	656.90
P24-03214	BOOKS EN MORE	Kurtzman's Book Order	PARKWAY ELEMENTARY SCHOOL	01	152.72
P24-03215	AMAZON CAPITAL SERVICES	TRANSITION - CLASS MATERIAL 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	146.28
P24-03217	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	CLASS SET OF CAMERAS FOR PHOTOGRAPHY CLASS	C. K. McCLATCHY HIGH SCHOOL	01	20,549.94
P24-03218	VIRCO INC	PURCHASE NEW CLASSRM CHAIRS	HOLLYWOOD PARK ELEMENTARY	01	1,772.84
P24-03219	TAP PLASTICS INC	Seal of CE:Medals plastic	ACADEMIC OFFICE	01	226.42
P24-03220	IXL LEARNING INC	ADDITIONAL IXL LICENSES FOR ELD AND MATH	ROSEMONT HIGH SCHOOL	01	350.00
P24-03221	ZAJIC APPLIANCE SERVICE INC	DRYER- XX GE(R) FOR CAMILIA	NUTRITION SERVICES DEPARTMENT	13	731.41
P24-03222	BI-JAMAR INC dba QUALITY SOUND	WIRELESS SYSTEM FOR AUDITORIUM	C. K. McCLATCHY HIGH SCHOOL	01	44,845.00
P24-03223	AMAZON CAPITAL SERVICES	DELIVER TO MLK CC RM #14, KRISTEN ENCINAS	EARLY LEARNING & CARE PROGRAMS	12	213.69
P24-03224	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS: ALIGNED SUPPORT INTERVENTION CLASSROOM	ABRAHAM LINCOLN ELEMENTARY	01	7,997.38
P24-03225	CENGAGE LEARNING	ELD Digital Licenses 1 yr	LIBRARY/TEXTBOOK SERVICES	01	38,350.00
P24-03226	AMAZON CAPITAL SERVICES	SPED ID CLASSES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	500.57
P24-03227	ROSETTA STONE LLC	QUOTE 1371927-4	CRISTO REY	01	1,895.00
P24-03228	VENTRIS LEARNING LLC	UFLI FOUNDATIONS MANUEL BOOKS	NEW JOSEPH BONNHEIM	09	651.00
P24-03229	CHUBUDDY LLC	████ MATERIAL █████	SPECIAL EDUCATION DEPARTMENT	01	271.09
P24-03230	APPLE INC	APPLE IPAD AND APPLE PENCIL FOR ADMIN	BOWLING GREEN ELEMENTARY	09	554.89

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03231	ADMINISTRATIVE SOFTWARE APPLIC ATIONS INC	ASAP ATTENDANCE SYSTEM - ADULT EDUCATION	ADULT EDUCATION/SKILL CTR.	11	19,172.82
P24-03232	APPLE INC	IPADS AND CART FOR CLASSROOM USE	C. K. McCLATCHY HIGH SCHOOL	01	27,726.01
P24-03233	APPLE INC	IPAD FOR ATHLETIC DEPARTMENT	LUTHER BURBANK HIGH SCHOOL	01	613.70
P24-03234	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	885.80
P24-03235	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	PROTOCOL - PSYCH [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	3,754.92
P24-03236	RENAISSANCE LEARNING INC	RENAISSANCE AR FOR K-6TH	SUY:U ELEMENTARY	01	350.00
P24-03237	GREAT MINDS	EUREKA MATH STUDENT CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	1,136.85
P24-03238	NATIONAL AQUATICS SERVICES	SQ-5832 FOR S/N W61623WB4K	BUILDINGS & GROUNDS/OPERATIONS	01	1,135.85
P24-03239	KENDALL HUNT PUBLISHERS CO	WORKABILITY MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	399.83
P24-03240	PEAK TECHNOLOGIES INC	SERVICE MAINTENANCE FOR THE LM7 CHECK SEALER	ACCOUNTING SERVICES DEPARTMENT	01	2,219.40
P24-03241	UNIVERSAL LIMOUSINE CO	23-24 ANNUAL SCIENCE CAMP CHARTER BUSES	OAK RIDGE ELEMENTARY SCHOOL	01	4,700.00
P24-03242	ALL WEST COACHLINES INC	CROCKER ART MUSEUM-3RD GRADE-CHARTER BUS	BG CHACON ACADEMY	09	1,236.90
P24-03243	CHARTER AMERICA BUS CO	BUS FOR FIELD TRIP TO CA THANDI ENTERPRISES INC	COUNSELING SERVICES	01	6,025.28
P24-03244	ALL WEST COACHLINES	FIELD TRIPS TO VARIOUS LOCATIONS	CAREER & TECHNICAL PREPARATION	01	12,209.14
P24-03245	CHARTER AMERICA	BUSES FOR VARIOUS HIGH SCHOOLS' FIELD TRIPS	COUNSELING SERVICES	01	11,772.50
P24-03246	TROXELL COMMUNICATIONS INC	Newline Interactive Boards	NEW TECH	09	13,406.78
P24-03247	CDW GOVERNMENT	CHROMEBOOKS FOR EL STUDENTS	SUY:U ELEMENTARY	01	12,829.06
P24-03248	SKILLFUL COMMUNICATION	WORKABILITY MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	4,000.00
P24-03249	IXL LEARNING INC	IXL INTRVNTION PRGRM MATH, ELA, SCIENCE, SOC STUD	WILL C. WOOD MIDDLE SCHOOL	01	14,495.00
P24-03250	ALL WEST COACHLINES INC	COMMUNITY COLLEGE FIELD TRIPS ; ARC	COUNSELING SERVICES	01	2,473.80
P24-03251	BETTER CHINESE LLC	Chinese Curriculum Elder Creek & William Land	LIBRARY/TEXTBOOK SERVICES	01	16,481.32
P24-03252	AMPLIFY	DESMOS MATH SUPPLEMENTAL PROGRAM	WILL C. WOOD MIDDLE SCHOOL	01	4,500.00
P24-03253	MICHAEL'S TRANSPORTATION	FERRY FARMERS MARKET 5/14/24-SF-J. BURDICK @JFK	CAREER & TECHNICAL PREPARATION	01	3,346.00

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P24-03254	ALL WEST COACHLINES	BUS FOR UC DAVIS MONDAVI CENTER	COUNSELING SERVICES	01	1,694.18
P24-03255	AMADOR STAGE LINES INC	4TH GRADE-MOSAC-CHARTER BUS	BG CHACON ACADEMY	09	1,740.00
P24-03256	SCHOOL SPECIALTY	SCHOOL SPECIALTY	FATHER K.B. KENNY - K-8	01	9,493.21
P24-03257	Motivating Systems LLC	PBIS STUDENT BEHAVIOR	JOHN D SLOAT BASIC ELEMENTARY	01	5,137.50
P24-03258	IXL LEARNING INC	IXL PILOT LICENSE	JAMES W MARSHALL ELEMENTARY	01	641.11
P24-03259	AZTEC SOFTWARE ASSOCIATES INC	AZTEC SOFTWARE - ABE/HSE	CHARLES A. JONES CAREER & ED	11	11,850.00
P24-03260	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES	SCOE Data Center Renewal - Disaster Recovery Space	TECHNOLOGY SERVICES	01	6,000.00
P24-03261	PROJECT LEAD THE WAY INC	INVOICE WEST CAMPUS-ENGINEERING PATHWAY	CAREER & TECHNICAL PREPARATION	01	3,200.00
P24-03262	ALL WEST COACHLINES INC	FIELD TRIPS A. WOODWARD/ELLIOTT SPOON APR. 2024	CAREER & TECHNICAL PREPARATION	01	2,473.80
P24-03263	ALL WEST COACHLINES	BUSES FOR VARIOUS FIELD TRIPS & VARIOUS SCHOOLS	CAREER & TECHNICAL PREPARATION	01	3,765.90
P24-03264	LUX BUS AMERICA CO	4TH GRADE-CSU-CHARTER BUS	BG CHACON ACADEMY	09	1,587.50
P24-03265	AMADOR STAGE LINES INC	2ND GRADE-HAMBURGER FARM-CHARTER BUS	BG CHACON ACADEMY	09	1,428.48
P24-03266	UC REGENTS	MODEL UN CONFERENCE - TREAT AS CONFIRMING	WEST CAMPUS	01	970.00
P24-03267	AAA GARMENTS & LETTERING INC	HMS- PROMOTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,120.11
P24-03268	BISHOPS PUMPKIN FARM INC	2ND GRADE HAMBURGER FARM	BG CHACON ACADEMY	09	840.00
P24-03269	LINCOLN ELECTRIC	MFG_STANDARD WELDIING GEAR_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	4,317.85
P24-03270	SCUSD - US BANK CAL CARD	CJA SOUTHWEST LA FIELD TRIP	JOHN F. KENNEDY HIGH SCHOOL	01	4,270.82
P24-03271	RIZWANULLAH SADAT	REFUGEE PROGRAM	CHARLES A. JONES CAREER & ED	11	1,650.00
P24-03272	CINTAS CORP	NA_SCRUB ORDER_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	4,992.06
P24-03273	BLICK ART MATERIALS	\$1000 ORDER FOR MS. PHILLIPS (WW4)	BOWLING GREEN ELEMENTARY	09	283.64
P24-03274	BOOKS EN MORE	SERNA CENTER : RUMI NOZUE 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	625.97
P24-03275	BLICK ART MATERIALS	SUPPLIES FOR FAMILY PAINT NIGHT 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	388.82
P24-03276	LAKESHORE LEARNING MATERIALS	TK LAKESHORE 2023-24SY	JOHN H. STILL - K-8	01	91.32
P24-03277	EXPLORELEARNING	REFLEX SCHOOL WIDE MATH PROGRAM	O. W. ERLEWINE ELEMENTARY	01	3,295.00

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P24-03278	CHEFS TOYS LLC	PASS-THRU MOBILE HEATED CABINET-WILL C W	NUTRITION SERVICES DEPARTMENT	13	7,247.38
P24-03279	NATUREBRIDGE	6th GRADE FINAL PYMT FOR TRIP YOSEMITE	CAROLINE WENZEL ELEMENTARY	01	6,830.50
P24-03280	B STREET THEATRE	FIELDTRIP TO B STREET THEATRE(PHOEBE HEARST)	NEW JOSEPH BONNHEIM	09	992.00
P24-03281	GOPHER SPORT	PE EQUIPMENT FOR PE CLASSES	FERN BACON MIDDLE SCHOOL	01	1,293.65
P24-03282	SCHOLASTIC INC	SCHOLASTIC 2023-24SY	PONY EXPRESS ELEMENTARY SCHOOL	01	275.55
P24-03283	NASCO	5TH GRADE ENGINEERING WEEK	BG CHACON ACADEMY	09	168.09
P24-03284	COLIN D FULTON dba COTTON SHOP PE	GIRLS VOLLEYBALL UNIFORMS	MIWOK MIDDLE SCHOOL	01	1,521.37
P24-03285	FOLLETT SCHOOL SOLUTIONS	LIBRARY BOOKS - 2023-24 SY	LUTHER BURBANK HIGH SCHOOL	01	107.30
P24-03286	ACCU-CHART HEALTHCARE SYS	PHARMACY_IPACK MACHINE_SOFTWARE	CHARLES A. JONES CAREER & ED	11	163.13
P24-03287	AMAZON CAPITAL SERVICES	DONGLES AND ADAPTERS FOR TEACHER CLASSRM 2023-2SY	MIWOK MIDDLE SCHOOL	01	293.50
P24-03288	AMAZON CAPITAL SERVICES	DELIVER TO MLK CC RM 14, KRISTEN ENCINAS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	138.10
P24-03289	AMAZON CAPITAL SERVICES	MLK CC, RM 14, KRISTEN ENCINAS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	196.14
P24-03290	CDW GOVERNMENT	STUDENT CHROMEBOOKS	YOUTH DEVELOPMENT	01	301,004.00
P24-03291	AMAZON CAPITAL SERVICES	BILINGUAL LAB HEADPHONES WITH MIC 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	326.16
P24-03292	AMAZON CAPITAL SERVICES	COMPUTER CASE 2023-2024SY	EARL WARREN ELEMENTARY SCHOOL	01	132.90
P24-03293	KOMBAT INK	MADE THE LEAP T-SHIRTS 2.29.24	HUMAN RESOURCE SERVICES	01	3,509.39
P24-03294	AMAZON CAPITAL SERVICES	TESTING RPIVACY BOARDS 2023-24SY	MARK TWAIN ELEMENTARY SCHOOL	01	533.70
P24-03295	THE HONOR PROGRAM LLC THE HONO R CORD CO	GRADUATION CORDS 2023-24SY	ACADEMIC OFFICE	01	750.38
P24-03296	JOSTENS INC	LAW & SOCIAL JUSTICE - GRADUATION CORDS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	478.50
P24-03297	CROWN AWARDS	GOLD METALLIC RIBBON FOR SEAL MEDALS 2023-24SY	ACADEMIC OFFICE	01	326.25
P24-03298	AMAZON CAPITAL SERVICES	FOR GENESIS ENROLLMENT ATTN: DR.GELLE 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	93.83
P24-03299	AMAZON CAPITAL SERVICES	Kurtzman's - Creation Math Link Cubes 2023-24SY	PARKWAY ELEMENTARY SCHOOL	01	17.17
P24-03300	JOSTENS INC	DIPLOMA COVERS 22-23	ENGINEERING AND SCIENCES HS	01	690.40

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03301	CHRISTINE ASCALON	Reimbursement For Christine Ascalon	EARL WARREN ELEMENTARY SCHOOL	01	241.00
P24-03302	AMAZON CAPITAL SERVICES	DIGITAL CLOCK HISET ROOM 2023-24SY	CHARLES A. JONES CAREER & ED	11	108.63
P24-03303	STUDIES WEEKLY INC	STUDIES WEEKLY	NICHOLAS ELEMENTARY SCHOOL	01	3,266.76
P24-03304	AMAZON CAPITAL SERVICES	MATERIALS FOR ELEMENTARY SCHOOL	EQUITY, ACCESS & EXCELLENCE	01	524.20
P24-03305	AMAZON CAPITAL SERVICES	Waldorf Bk only on Amazon 2023-24SY	LIBRARY/TEXTBOOK SERVICES	01	31.54
P24-03306	ERNEST PACKAGING SOLUTIONS	BOXES FOR CIRRICULUM & CHROME BOOK 2023-24SY	LIBRARY/TEXTBOOK SERVICES	01	1,841.36
P24-03307	ACCURATE LABEL DESIGNS INC	VISITOR PASS LABELS 2023-24 SY	ABRAHAM LINCOLN ELEMENTARY	01	424.50
P24-03308	WOMEN'S EMPOWERMENT	WORKABILITY MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	8,827.31
P24-03309	LIGHTSPEED TECHNOLOGIES INC	AUDIOLOGY MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	4,494.54
P24-03310	AMAZON CAPITAL SERVICES	PRINTER INK 2023-24SY	CONTINUOUS IMPRVMT & ACNTBLTY	01	71.66
P24-03311	AMAZON CAPITAL SERVICES	DELIVER TO MLK CC, RM 14, KRISTEN ENCINAS	EARLY LEARNING & CARE PROGRAMS	12	199.80
P24-03312	AMAZON CAPITAL SERVICES	Doan's Amazon Order 2023-24SY	PARKWAY ELEMENTARY SCHOOL	01	195.71
P24-03313	HOUGHTON MIFFLIN HARCOURT PUBL ISHING CO	READ 180 LICENSES FOR STUDENTS	FERN BACON MIDDLE SCHOOL	01	2,700.00
P24-03314	NEWSELA INC	HISTORY DEPT TEACHING RESOURCES	WILL C. WOOD MIDDLE SCHOOL	01	5,810.00
P24-03315	AMAZON CAPITAL SERVICES	SPED INSTRUCTIONAL MATERIALS 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	162.38
P24-03316	ATLAS COPCO USA HOLDING INC db a QUINCY COMPRESSOR LLC	COMPRESSOR- MAD PATHWAY-EMMANUEL VALADEZ @JFK	CAREER & TECHNICAL PREPARATION	01	18,204.80
P24-03317	AMAZON CAPITAL SERVICES	ELD SUPPLIES FOR CLASSROOM USE 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	339.83
P24-03318	LEARNING PLUS ASSOCIATES	LEARNING PLUS-STANDARDS PLUS PREMIUM PROGRAM	CAMELLIA BASIC ELEMENTARY	01	10,401.92
P24-03319	AMAZON CAPITAL SERVICES	HEADPHONES FOR SDC INT./ COX 2023-24SY	A. M. WINN - K-8	01	101.87
P24-03320	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS FOR RSP 2023-24SY	A. M. WINN - K-8	01	307.95
P24-03321	AMAZON CAPITAL SERVICES	DELIVER TO SERNA CUBICLE 2218 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	2,797.08
P24-03322	WESTERN PSYCHOLOGICAL SERVICES	PSYCHOLOGIST PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	37,303.81
P24-03323	MAKEMUSIC INC	INTERACTIVE SHEET MUSIC-BAND,ORCHESTRA AND CHOIR	WILL C. WOOD MIDDLE SCHOOL	01	1,674.85

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03324	PYRAMID EDUCATIONAL CONSULTANT	SPEECH MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	9,386.00
P24-03325	WOODBURN PRESS LTD	WORKABILITY MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	6,329.38
P24-03326	MATTERHACKERS INC	3D PRINTER TO STUDENT LEARNING	C. K. McCLATCHY HIGH SCHOOL	01	4,273.88
P24-03327	ODP BUSINESS SOLUTIONS LLC	WIOA-I RSS_5885_TECH SUPPORT SERVICES	CHARLES A. JONES CAREER & ED	11	11,483.83
P24-03328	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	4,417.85
P24-03329	JONES-CAMPBELL CO INC	HIRAM JOHNSON FAMILY ED CENTER - FURNITURE	EARLY LEARNING & CARE PROGRAMS	12	20,874.00
P24-03330	ODP BUSINESS SOLUTIONS LLC	PRINTER SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	282.99
P24-03331	ODP BUSINESS SOLUTIONS LLC	ROTC PRINTER TONER	JOHN F. KENNEDY HIGH SCHOOL	01	644.21
P24-03332	ODP BUSINESS SOLUTIONS LLC	COMBINATION LOCKS	WEST CAMPUS	01	531.79
P24-03333	ODP BUSINESS SOLUTIONS LLC	OT MATERIAL [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,538.11
P24-03334	ODP BUSINESS SOLUTIONS LLC	MATERIALS FOR EL, MATH, ELA SUPPLEMENTAL PROGRAMS	HOLLYWOOD PARK ELEMENTARY	01	741.65
P24-03335	ODP BUSINESS SOLUTIONS LLC	FURNITURE FOR HOMELESS DEPT	STUDENT SUPPORT&HEALTH SRVCS	01	3,255.12
P24-03336	ODP BUSINESS SOLUTIONS LLC	OT MATERIAL [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	313.15
P24-03337	ODP BUSINESS SOLUTIONS LLC	WHITEBOARD - CLASSROOM	WEST CAMPUS	01	259.43
P24-03338	ODP BUSINESS SOLUTIONS LLC	CLASSROOM PAPER	WEST CAMPUS	01	4,957.70
P24-03339	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - PRINTERS	PACIFIC ELEMENTARY SCHOOL	01	3,587.32
P24-03340	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	WILL C. WOOD MIDDLE SCHOOL	01	4,863.37
P24-03341	ODP BUSINESS SOLUTIONS LLC	ODP-T.S	CONSOLIDATED PROGRAMS	01	130.49
P24-03342	ODP BUSINESS SOLUTIONS LLC	SPECIAL ED. - SUPP. CLASSROOM MATERIALS - SALONGA	LUTHER BURBANK HIGH SCHOOL	01	219.64
P24-03343	ODP BUSINESS SOLUTIONS LLC	DELIVER TO DENISE AUZENNE	EARLY LEARNING & CARE PROGRAMS	12	465.89
P24-03344	SCHOOL SPECIALTY	STUDENT PLANNERS	JAMES W MARSHALL ELEMENTARY	01	625.81
P24-03345	GOPHER SPORT	SOCIAL EMOTIONAL LEARNING SUPPLIES 2023-24SY	FATHER K.B. KENNY - K-8	01	2,752.21
P24-03346	ULINE	ULINE MATERIALS FOR HOMELESS DEPT 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	10,702.96

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03347	LAKESHORE LEARNING MATERIALS	ALL PRESCHOOLS- HOLD SHIP UNTIL MAY 1, 2024	EARLY LEARNING & CARE PROGRAMS	12	17,457.31
P24-03348	GRANICK SPORT INC dba S & R SP ORT	SWIMSUITS - ADDITIONAL UNIFORMS 2023-24SY	WEST CAMPUS	01	403.01
P24-03349	BSN SPORTS LLC	MATERIALS FOR HS FLAG FOOTBALL 2023-24SY	EQUITY, ACCESS & EXCELLENCE	01	4,521.39
P24-03350	BOOKS EN MORE	Books Rms 4 & 8 2023-24SY	JOHN MORSE THERAPEUTIC	01	169.64
P24-03351	BLICK ART MATERIALS	STUDENT ART SUPPLIES FOR CLASS 2023-24SY	SUY:U ELEMENTARY	01	6,069.80
P24-03352	GOPHER SPORT	FOOTBALL FLAGS 2023-24SY	FATHER K.B. KENNY - K-8	01	1,209.52
P24-03353	GOPHER SPORT	PLAYGROUND/PE 2023-24SY	PARKWAY ELEMENTARY SCHOOL	01	1,760.35
P24-03354	BOOKS EN MORE	BOOKS FOR HJ READS LITERACY	HIRAM W. JOHNSON HIGH SCHOOL	01	2,043.95
P24-03355	BOOKS EN MORE	BOOKS FOR HJ READS LITERACY	HIRAM W. JOHNSON HIGH SCHOOL	01	684.74
P24-03356	BOOKS EN MORE	PRIMARY GRADE LEVEL BOOKS-KINDERGARTEN	CAMELLIA BASIC ELEMENTARY	01	133.44
P24-03357	CDW GOVERNMENT	CLASSROOM PRINTERS	WEST CAMPUS	01	2,898.67
P24-03358	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	CROCKER/RIVERSIDE ELEMENTARY	01	579.10
P24-03359	PACIFIC OFFICE AUTOMATION	MASTERS AND INK FOR RISO EZ221	ABRAHAM LINCOLN ELEMENTARY	01	310.37
P24-03360	PACIFIC OFFICE AUTOMATION	COPYING/RISO SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	395.08
P24-03361	ACADEMIC AFFAIRS YOUR GRADUATION SUPPLY	STOLES AND CORDS FOR GRADUATION	ENGINEERING AND SCIENCES HS	01	2,327.06
P24-03362	ODP BUSINESS SOLUTIONS LLC	SPECIAL EDUCATION SUPPLIES	GEO WASHINGTON CARVER	01	140.54
P24-03363	GRAINGER INC	FLAT CART	ALBERT EINSTEIN MIDDLE SCHOOL	01	644.67
P24-03364	LAKESHORE LEARNING MATERIALS	TEACHING TOOLS/AWARDED FUNDS	HUBERT H BANCROFT ELEMENTARY	01	321.71
P24-03365	THE HOME DEPOT PRO	E L & CARE CUSTODIAL SUPPLIES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	12	606.28
P24-03366	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	PARKWAY ELEMENTARY SCHOOL	12	303.42
P24-03367	THE HOME DEPOT PRO	EARLY LRN & CARE CUSTODIAL SUPPLIES 2023-24SY	PACIFIC ELEMENTARY SCHOOL	12	290.01
P24-03368	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	OAK RIDGE ELEMENTARY SCHOOL	12	296.37
P24-03369	THE HOME DEPOT PRO	EARLY LEARN & CARE CUSTODIAL SUPPLIES 2023-24SY	ETHEL PHILLIPS ELEMENTARY	12	186.79
P24-03370	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	BG CHACON ACADEMY	12	296.68

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03371	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	ETHEL I. BAKER ELEMENTARY	12	247.19
P24-03372	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES 2023-24SY	BUILDINGS & GROUNDS/OPERATIONS	01	12,003.50
P24-03373	TROXELL COMMUNICATIONS INC	HEADSETS FOR ESL	HUBERT H BANCROFT ELEMENTARY	01	810.19
P24-03374	TMA LASER GROUP INC	CLASSROOM PRINTER CARTRIDGES	WEST CAMPUS	01	1,677.01
P24-03375	THE HOME DEPOT PRO	EARLY LEARN & CARE CUSTODIAL SUPPLIES 2023-24SY	EARL WARREN ELEMENTARY SCHOOL	12	311.44
P24-03376	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUST SUPPLIES- D. RICHARDSON	FATHER K.B. KENNY - K-8	12	151.73
P24-03377	THE HOME DEPOT PRO	HD HOME DEPOT 2023-24SY	LEATAATA FLOYD ELEMENTARY	01	2,073.58
P24-03378	COMPLETE BUSINESS SYSTEMS INTL INC	INK AND MASTERS FOR DUPLO COPIER	C. K. McCLATCHY HIGH SCHOOL	01	4,334.69
P24-03379	FUN AND FUNCTION	█ MATERIAL █	SPECIAL EDUCATION DEPARTMENT	01	1,905.61
P24-03380	LAKESHORE LEARNING MATERIALS	SPEECH MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	1,027.96
P24-03381	ONE WORKPLACE L FERRARI LLC	DESK (QUOTE 724858)	CAROLINE WENZEL ELEMENTARY	01	9,958.71
P24-03382	WESTERN PSYCHOLOGICAL SERVICES	SPEECH MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	4,228.54
P24-03383	LAKESHORE LEARNING MATERIALS	CLASSROOM TABLES	ETHEL I. BAKER ELEMENTARY	01	2,857.96
P24-03384	THERAPY SHOPPE	█ MATERIALS █	SPECIAL EDUCATION DEPARTMENT	01	4,546.19
P24-03385	COOLE SCHOOL INC	SCHOOL PLANNERS 24/25	PACIFIC ELEMENTARY SCHOOL	01	3,814.80
P24-03386	PENGUIN RANDOM HOUSE	PHONICS BOOKS FOR HOPE LITERACY	OAK RIDGE ELEMENTARY SCHOOL	01	836.00
P24-03387	TREASURE BAY, INC	PHONICS READERS FOR ENGLISH AND BILINGUAL STUDENTS	OAK RIDGE ELEMENTARY SCHOOL	01	1,541.83
P24-03388	MAKERBOT INDUSTRIES LLC	█ MATERIAL █	SPECIAL EDUCATION DEPARTMENT	01	502.43
P24-03389	FOLLETT SCHOOL SOLUTIONS	LIBRARY BOOK MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	2,146.72
P24-03390	FOLLETT SCHOOL SOLUTIONS	Success Acad Paperback/Library w/o C&P	LIBRARY/TEXTBOOK SERVICES	01	1,986.76
P24-03391	JOSTENS INC	DIPLOMA COVERS 2024	ENGINEERING AND SCIENCES HS	01	537.45
P24-03392	BEACON BUILDING PRODUCTS	JOHN MORSE ROOF REPAIR / SUMMER PROJECT	FACILITIES MAINTENANCE	01	7,634.97
P24-03393	BEACON BUILDING PRODUCTS	ELDER CREEK ROOF REPAIR / SUMMER PROJECT	FACILITIES MAINTENANCE	01	21,742.34

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03394	HERC RENTALS INC	RENTAL DAMAGED DUE TO STORM	FACILITIES MAINTENANCE	01	3,516.41
P24-03395	BEACON BUILDING PRODUCTS	CONFIRMING CAL STORM DAMAGE	FACILITIES MAINTENANCE	01	1,006.52
P24-03396	PAPE MACHINERY	AUGER ATTACHMENT FOR EXCAVATOR	FACILITIES MAINTENANCE	01	6,515.21
P24-03397	BIZON GROUP INC dba CONEXWEST	0415-468 CAL MS CAMPUS RENEWAL - CONTAINER RENTAL	FACILITIES SUPPORT SERVICES	21	8,473.18
P24-03398	THE SHADE CARE CO INC	TREE SERVICE @ HIRAM JOHNSON	FACILITIES MAINTENANCE	01	2,640.00
P24-03399	THE SHADE CARE CO INC	TREE SERVICE-MARK HOPKINS HAZARD/FALLING LIMBS	FACILITIES MAINTENANCE	01	7,260.00
P24-03400	BEACON BUILDING PRODUCTS	WILL C WOOD ROOF REPAIR / SUMMER PROJECT	FACILITIES MAINTENANCE	01	20,314.89
P24-03402	CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT	477 PACIFIC ES NEW SCHOOL - DSA FEES	FACILITIES SUPPORT SERVICES	21	537,900.00
P24-03403	STATE WATER RESOURCES CONTROL BOARD	0262-461 NICHOLAS NEW SCHOOL - WATER BOARD FEE	FACILITIES SUPPORT SERVICES	21	964.00
P24-03404	API GROUP LIFE SAFETY dba WEST ERN STATE FIRE PROTECT	CONFIRMING - HYDRANT FLOW TEST - W. CAMPUS	FACILITIES MAINTENANCE	01	1,500.00
P24-03405	SAC MENS SENIOR BASEBALL dba SMSBL INC.	LBHS/CKM SOFT/BASEBALL - ARMY DEPOT PARK	FACILITIES SUPPORT SERVICES	01	5,200.00
P24-03406	CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT	0410-409 AEINSTEIN RENOVATION - DSA FEES	FACILITIES SUPPORT SERVICES	21	21,330.00
P24-03407	READ NATURALLY INC	READ NATURALLY SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	1,725.00
P24-03408	TOUCHLINE SOFTWARE INC	QUICK PERMIT RENEWAL LICENSE FOR 24-25	JOHN F. KENNEDY HIGH SCHOOL	01	475.00
P24-03409	MARKERBOARD PEOPLE	STUDENT WHITEBOARDS	HUBERT H BANCROFT ELEMENTARY	01	1,110.94
P24-03410	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	LISBON CHILDREN'S CENTER	12	301.60
P24-03411	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-2SY	H.W. HARKNESS ELEMENTARY	12	304.89
P24-03412	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	ELDER CREEK ELEMENTARY SCHOOL	12	295.33
P24-03413	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	JOHN H. STILL - K-8	12	315.33
P24-03414	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	BOWLING GREEN ELEMENTARY	12	299.03

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P24-03415	THE HOME DEPOT PRO	EARLY LRNING & CARE CUSTODIAL SUPPLIES 2023-24SY	CHARLES A. JONES CAREER & ED	12	297.77
P24-03416	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	JOHN BIDWELL ELEMENTARY	12	318.51
P24-03417	THE HOME DEPOT PRO	EARLY LEARNING & CARE CUSTODIAL SUPPLIES 2023-24SY	NICHOLAS ELEMENTARY SCHOOL	12	298.44
P24-03418	LAKESHORE LEARNING MATERIALS	STUDENT SUPPLIES ROOM2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	104.48
P24-03419	MORTON GOLF LLC dba HAGGIN OAK S GOLF COMPLEX	GOLF SIMULATOR 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	6,519.56
P24-03420	LAKESHORE LEARNING MATERIALS	ORDER FOR MS. RONNI (WW7) 2023-24SY	BOWLING GREEN ELEMENTARY	09	794.94
P24-03421	LAKESHORE LEARNING MATERIALS	READING INTERVENTION-LITERACY GAMES 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	221.51
P24-03422	MCKESSON MEDICAL SURGICAL INC	MA INSTRCUTIONAL SUPPLIES 2023-24SY	CHARLES A. JONES CAREER & ED	11	457.62
P24-03423	COLIN D FULTON dba COTTON SHOP PE	BOYS VOLLEYBALL UNIFORMS 2023-24 SY	MIWOK MIDDLE SCHOOL	01	867.41
P24-03424	EDUARDO HANDAL dba AWARDS TROP HIES & MORE	LAW AND SOCIAL JUSTICE - AWARDS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	679.69
P24-03425	BLICK ART MATERIALS	8TH GRADE ART SUPPLIES 2023-24 SY	A. M. WINN - K-8	01	369.53
P24-03426	BLICK ART MATERIALS	ETCH PRESS & SUPPLIES FOR ART CLASS 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	3,169.31
P24-03427	BSN SPORTS LLC	FOR GEORGE WASHINGTON CARVER SCHOOL 2023-24SY	EQUITY, ACCESS & EXCELLENCE	01	876.32
P24-03428	BSN SPORTS LLC	POLO SHIRTS FOR STAFF 2023-24SY	ENGINEERING AND SCIENCES HS	01	3,005.63
P24-03429	BLICK ART MATERIALS	ART SUPPLIES 2023-24 SY	SUCCESS ACADEMY	01	1,532.29
P24-03430	MARVIN NAKAMOTO	REIMBURSEMENT FOR WOMENS VARSITY BASKETBALL 2022	JOHN F. KENNEDY HIGH SCHOOL	01	1,461.60
P24-03431	ACCESS TRAX LLC	██████ MATERIAL - ██████	SPECIAL EDUCATION DEPARTMENT	01	1,332.49
P24-03432	J'S COMMUNICATIONS INC	Motorola R2 Walkie Radios	GOLDEN EMPIRE ELEMENTARY	01	15,880.54
P24-03433	ARMONI EASLEY dba EASLEY DONE & COMPANY LLC	SELF DEVELOPMENT WORKBOOK	ALBERT EINSTEIN MIDDLE SCHOOL	01	732.83
P24-03434	CURRICULUM ASSOCIATES LLC	IREADY (QUOTE ID: 365391.7)	CAROLINE WENZEL ELEMENTARY	01	49,140.00
P24-03435	BSN SPORTS LLC	FOOTBALL UNIFORMS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	7,986.75
P24-03436	TIGER SUPPLIES dbaTIGER MEDICA L	██████ MATERIAL BULK FOR CHECKOUT 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	13,218.76

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03437	THERAPRO INC	█ MATERIAL - █ 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	217.05
P24-03438	NATIONAL EDUCATIONAL MUSIC CO	INSTRUMENTS FOR AFTER SCHOOL PROGRAMS 2023-24SY	YOUTH DEVELOPMENT	01	33,289.14
P24-03439	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES 2023-24SY	MATSUYAMA ELEMENTARY SCHOOL	01	1,162.47
P24-03440	BLICK ART MATERIALS	3-D ART CLASSROOM SUPPLIES 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	2,072.93
P24-03441	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE INSTRUCTIONAL MATERIALS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	327.51
P24-03442	FOLLETT SCHOOL SOLUTIONS	MS Libraries w/District Funds	LIBRARY/TEXTBOOK SERVICES	01	14,476.54
P24-03443	FOLLETT SCHOOL SOLUTIONS	HS Libraries w/District Funds	LIBRARY/TEXTBOOK SERVICES	01	7,558.68
P24-03444	AMAZON CAPITAL SERVICES	█ MATERIAL - █ █ 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	26.09
P24-03445	AMAZON CAPITAL SERVICES INC	ADMIN 2023-24SY	LEATAATA FLOYD ELEMENTARY	01	13.04
P24-03446	GREAT MINDS PBC	Eureka Math Curriculum	GOLDEN EMPIRE ELEMENTARY	01	28,529.76
P24-03447	AMERICAN PRINTING HOUSE FOR TH E BLIND INC	█ MATERIAL █	SPECIAL EDUCATION DEPARTMENT	01	1,752.93
P24-03448	AMAZON CAPITAL SERVICES	ADMIN 2023-24SY	LEATAATA FLOYD ELEMENTARY	01	415.31
P24-03449	ZANER-BLOSER INC	BUILDING FACT FLUENCY	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,377.09
P24-03450	HOUGHTON MIFFLIN HARCOURT PUBL ISHING CO	MATH INSTRUCTIONAL MATERIALS	OAK RIDGE ELEMENTARY SCHOOL	01	4,662.29
P24-03451	JUST RIGHT READER INC	TK ORDER - MONICA KOEHLER	EARLY LEARNING & CARE PROGRAMS	01	28,138.83
P24-03452	KENDALL HUNT PUBLISHERS CO	GATE PROGRAM STUDENT AND TEACHERS GUIDES	GIFTED AND TALENTED EDUCATION	01	918.67
P24-03453	AMAZON CAPITAL SERVICES	AMAZON 2023-24SY	LEATAATA FLOYD ELEMENTARY	01	1,437.37
P24-03454	MCGRAW HILL COMPANIES	LANGUAGE FOR LEARNING	OAK RIDGE ELEMENTARY SCHOOL	01	8,570.48
P24-03455	ELSEVIER	MA PRGM-BOOKSTORE 2023-24SY	CHARLES A. JONES CAREER & ED	11	2,998.57
P24-03456	SELWAY MACHINE TOOL COMPANY	TOOLS FOR EMMANUEL VALADEZ @ JFK	CAREER & TECHNICAL PREPARATION	01	1,822.68
P24-03457	KRUEGER INTERNATIONAL INC	HOMELESS SERVICES FURNITURE	STUDENT SUPPORT&HEALTH SRVCS	01	15,443.59
P24-03458	NO TEARS LEARNING INC dba LEAR NING WITHOUT TEARS	HANDWRITING/SUPPLEMENT AL INSTRUCTION	HUBERT H BANCROFT ELEMENTARY	01	2,971.49
P24-03459	ODP BUSINESS SOLUTIONS LLC	LAW- INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	3,764.53

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-03460	ODP BUSINESS SOLUTIONS LLC	OFFICE - DIGITAL TIME AND DATE STAMP & LADDER	LUTHER BURBANK HIGH SCHOOL	01	267.50
P24-03461	ODP BUSINESS SOLUTIONS LLC	LSJ - SUPPL CLASSROOM SUPPLIES - GIBSON	LUTHER BURBANK HIGH SCHOOL	01	961.47
P24-03462	ODP BUSINESS SOLUTIONS LLC	OFFICE CHAIRS FOR TEACHERS	C. K. McCLATCHY HIGH SCHOOL	01	705.80
P24-03463	PACIFIC OFFICE AUTOMATION	INK & MASTER ROLL	GENEVIEVE DIDION ELEMENTARY	01	652.47
P24-03464	AMAZON CAPITAL SERVICES	EMERGENCY CLOTHING FOR STUDENTS 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	463.86
P24-03465	BOOKS EN MORE	BOOKS FOR APPLE BAGS	EARLY LEARNING & CARE PROGRAMS	12	674.26
P24-03466	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	MICROPHONES FOR MEDIA PRODUCTION	C. K. McCLATCHY HIGH SCHOOL	01	2,170.65
P24-03467	LAKESHORE LEARNING MATERIALS	LAKESHORE J.BIDWELL(153) RM 21, M. Yang	EARLY LEARNING & CARE PROGRAMS	12	1,167.86
P24-03468	UNITED VOLLEYBALL SUPPLY LLC	VOLLEYBALL USA 2023-24SY	ROSA PARKS MIDDLE SCHOOL	01	473.93
TB24-00011	TEXTBOOK WAREHOUSE LLC	MS & HS ELD Inside & Edge Workbooks	LIBRARY/TEXTBOOK SERVICES	01	8,313.07
TB24-00012	TEXTBOOK WAREHOUSE LLC	Waldorf Math Topics 2024-2025 school yr	LIBRARY/TEXTBOOK SERVICES	01	15,850.54
TB24-00013	MZHY EDITORS GROUP	Elder Creek Chinese Curriculum	LIBRARY/TEXTBOOK SERVICES	01	683.00
TB24-00014	FOLLETT SCHOOL SOLUTIONS	Waldorf Curriculum replacement 2024-2025	LIBRARY/TEXTBOOK SERVICES	01	207.61
Total Number of POs			698	Total	6,538,391.69

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	494	4,504,499.75
09	Charter School	22	47,640.61
11	Adult Education	18	168,332.02
12	Child Development	127	171,711.33
13	Cafeteria	8	343,852.16
21	Building Fund	28	1,300,697.22
67	Self Insurance	1	1,658.60
		Total	6,538,391.69

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B23-00067	860.51	21-6230	Building Fund/Blueprint Duplicating	360.51
B23-00354	5,005.98	01-5800	General Fund/Other Contractual Expenses	.00
B24-00021	.00	13-4710	Cafeteria/Food	1,000.00-
B24-00022	529,000.00	13-4710	Cafeteria/Food	131,000.00-
B24-00024	100.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	5,900.00-
B24-00099	20,000.00	13-4710	Cafeteria/Food	30,000.00-
B24-00100	85,793.28	13-4710	Cafeteria/Food	54,206.72-
B24-00101	147,000.00	13-4710	Cafeteria/Food	53,000.00-
B24-00125	225,000.00	13-4710	Cafeteria/Food	60,000.00
B24-00126	204,000.00	13-4710	Cafeteria/Food	5,000.00-
B24-00130	26,000.00	13-5810	Cafeteria/Tickets/Fees/Regis.for Parents	14,830.12-
B24-00133	1,000.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	4,000.00-
B24-00134	1,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	14,000.00-
B24-00138	25,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	20,000.00-
B24-00139	30,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	100,000.00-
B24-00151	15,323.10	67-5800	Self Insurance/Other Contractual Expenses	1,136.67
B24-00205	500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	300.00
B24-00209	500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	3,500.00-
B24-00210	10,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	20,000.00-
B24-00211	20,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	20,000.00-
B24-00213	60,000.00	13-5800	Cafeteria/Other Contractual Expenses	10,000.00
B24-00217	49,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	9,000.00
B24-00263	11,156.73	13-4710	Cafeteria/Food	3,843.27-
B24-00323	181.00	01-4320	General Fund/Non-Instructional Materials/Su	1,819.00-
B24-00360	.00	01-5690	General Fund/Other Contracts, Rents, Leases	14,100.00-
		01-5800	General Fund/Other Contractual Expenses	9,400.00-
			Total PO B24-00360	23,500.00-
B24-00362	.00	01-5800	General Fund/Other Contractual Expenses	5,000.00-
B24-00384	32,539.00	13-4710	Cafeteria/Food	17,345.00-
B24-00387	149,000.00	13-4710	Cafeteria/Food	45,000.00
B24-00393	4,030.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	1,300.00
B24-00398	1,703.00	01-5800	General Fund/Other Contractual Expenses	4,297.00-
B24-00401	481,108.16	13-4710	Cafeteria/Food	105,000.00
B24-00402	58,490.88	13-4710	Cafeteria/Food	61,509.12-
B24-00405	9,222.00	13-4710	Cafeteria/Food	5,778.00-
B24-00425	97,319.00	13-4710	Cafeteria/Food	69,481.00-
B24-00426	437,000.00	13-4710	Cafeteria/Food	100,000.00
B24-00428	150,000.00	13-4710	Cafeteria/Food	.00
B24-00430	95,000.00	13-4710	Cafeteria/Food	30,000.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B24-00431	38,812.40	13-4710	Cafeteria/Food	10,187.60-
B24-00432	11,808.00	13-4710	Cafeteria/Food	1,000.00-
B24-00436	100.00	01-4310	General Fund/Instructional Materials/Suppli	1,900.00-
B24-00441	132.00	01-4310	General Fund/Instructional Materials/Suppli	1,768.00-
B24-00466	.00	01-5800	General Fund/Other Contractual Expenses	250.00-
B24-00469	5.00	01-4320	General Fund/Non-Instructional Materials/Su	2,495.00-
B24-00472	33,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B24-00480	.00	01-5800	General Fund/Other Contractual Expenses	15,000.00-
B24-00485	.00	01-5690	General Fund/Other Contracts, Rents, Leases	10,000.00-
B24-00492	18,720.00	01-5800	General Fund/Other Contractual Expenses	4,000.00
B24-00494	9,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B24-00503	.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00-
B24-00511	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
B24-00512	.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00-
B24-00513	162.00	01-4320	General Fund/Non-Instructional Materials/Su	838.00-
B24-00514	.00	01-5690	General Fund/Other Contracts, Rents, Leases	500.00-
B24-00517	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00-
B24-00518	3,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B24-00521	.00	01-4332	General Fund/Oil	500.00-
B24-00525	8,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B24-00527	.00	01-5690	General Fund/Other Contracts, Rents, Leases	7,500.00-
B24-00529	.00	01-5800	General Fund/Other Contractual Expenses	1,000.00-
B24-00538	49,500.00	12-5560	Child Development/Laundry and Dry Cleaning	10,500.00
B24-00539	.00	01-5690	General Fund/Other Contracts, Rents, Leases	10,000.00-
B24-00546	2,248.00	01-4320	General Fund/Non-Instructional Materials/Su	252.00-
B24-00548	9.00	01-4320	General Fund/Non-Instructional Materials/Su	8,991.00-
B24-00552	4,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B24-00569	274.86	01-5610	General Fund/Equipment Rental	4,725.14-
B24-00583	.00	01-4333	General Fund/Tires	5,000.00-
B24-00596	32,500.00	01-5800	General Fund/Other Contractual Expenses	7,408.00
B24-00616	13,300.00	01-5930	General Fund/Telephones/Cell Phones	10,700.00-
B24-00642	8,749.86	12-5800	Child Development/Other Contractual Expenses	2,011.57
B24-00646	10,000.00	01-5800	General Fund/Other Contractual Expenses	6,000.00
B24-00647	.00	01-5690	General Fund/Other Contracts, Rents, Leases	500.00-
B24-00657	34,500.00	01-5832	General Fund/Transportation-Field Trips	7,000.00
B24-00660	190,871.00	13-4710	Cafeteria/Food	45,871.00
B24-00661	261,227.00	13-4710	Cafeteria/Food	75,000.00
B24-00673	520,000.00	13-4710	Cafeteria/Food	57,000.00
B24-00676	1,500.00	01-5832	General Fund/Transportation-Field Trips	500.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B24-00684	8,600.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	3,810.00
		13-5800	Cafeteria/Other Contractual Expenses	690.00
			Total PO B24-00684	4,500.00
B24-00691	7,000.00	01-5800	General Fund/Other Contractual Expenses	1,000.00
B24-00697	65,000.00	13-4710	Cafeteria/Food	15,000.00
B24-00721	2,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
B24-00731	3,017.00	01-4310	General Fund/Instructional Materials/Suppli	1,269.70
B24-00732	17,304.00	13-4710	Cafeteria/Food	52,696.00-
B24-00750	12,000.00	01-5831	General Fund/Transportation-Parent Contract	4,450.00
B24-00756	500.00	13-5540	Cafeteria/Waste Removal	4,500.00-
B24-00757	.00	01-5832	General Fund/Transportation-Field Trips	7,000.00-
B24-00790	26,750.00	13-4710	Cafeteria/Food	33,250.00-
B24-00807	1,300.00	01-5832	General Fund/Transportation-Field Trips	1,000.00
B24-00848	2,300.00	11-5800	Adult Education/Other Contractual Expenses	200.00
B24-00850	500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	4,500.00-
B24-00858	.00	13-4710	Cafeteria/Food	1,000.00-
B24-00859	14,400.00	13-4710	Cafeteria/Food	3,600.00-
B24-00860	.00	13-4710	Cafeteria/Food	1,000.00-
B24-00861	.00	13-4710	Cafeteria/Food	40,000.00-
B24-00872	57,200.00	13-4710	Cafeteria/Food	37,800.00-
B24-00878	6,000.00	01-5832	General Fund/Transportation-Field Trips	4,000.00-
B24-00894	5,970.00	13-4710	Cafeteria/Food	43,818.75-
B24-00910	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00-
B24-00914	8,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
B24-00916	3,260.00	01-5800	General Fund/Other Contractual Expenses	60.00
B24-00948	.00	13-4710	Cafeteria/Food	40,000.00-
CHB24-00005	11,420.57	01-4310	General Fund/Instructional Materials/Suppli	1,020.57
CHB24-00010	4,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
CHB24-00026	4,000.00	09-4310	Charter School/Instructional Materials/Suppli	1,000.00
CHB24-00027	4,800.00	01-4310	General Fund/Instructional Materials/Suppli	300.00
CHB24-00030	4,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB24-00038	34,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
CHB24-00041	3,300.00	01-4320	General Fund/Non-Instructional Materials/Su	800.00
CHB24-00075	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00082	24,900.00	01-4310	General Fund/Instructional Materials/Suppli	4,900.00
CHB24-00083	2,210.00	01-4320	General Fund/Non-Instructional Materials/Su	210.00
CHB24-00095	23,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB24-00135	19,000.00	01-4320	General Fund/Non-Instructional Materials/Su	6,000.00
CHB24-00136	12,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
CHB24-00179	6,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB24-00182	16,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB24-00197	12,500.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB24-00198	17,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,500.00
CHB24-00206	4,200.00	01-4310	General Fund/Instructional Materials/Suppli	700.00
CHB24-00208	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	8,000.00
CHB24-00210	18,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB24-00212	18,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB24-00213	2,400.00	01-4310	General Fund/Instructional Materials/Suppli	800.00
CHB24-00217	14,354.36	01-4310	General Fund/Instructional Materials/Suppli	4,354.36
CHB24-00222	20,500.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB24-00232	23,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00239	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00253	3,481.48	01-4310	General Fund/Instructional Materials/Suppli	2,200.00
CHB24-00280	24,900.00	01-4310	General Fund/Instructional Materials/Suppli	4,900.00
CHB24-00286	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	6,000.00
CHB24-00308	24,000.00	01-4310	General Fund/Instructional Materials/Suppli	17,000.00
CS23-00360	235,600.00	01-5800	General Fund/Other Contractual Expenses	37,500.00
CS23-00481	120,096.00	21-6200	Building Fund/Buildings (Improvements)	42,376.00
CS24-00053	15,926.50	21-6170	Building Fund/Land Improvement	2,026.50
CS24-00076	15,447.50	21-6170	Building Fund/Land Improvement	47.50
CS24-00290	67,894.96	01-5100	General Fund/Subagreements for Services abo	10,372.55
		01-5800	General Fund/Other Contractual Expenses	18,522.41
			Total PO CS24-00290	28,894.96
CS24-00340	180,245.00	01-5100	General Fund/Subagreements for Services abo	60,183.75
		01-5800	General Fund/Other Contractual Expenses	20,061.25
			Total PO CS24-00340	80,245.00
CS24-00442	8,748.00	01-5800	General Fund/Other Contractual Expenses	2,457.00
CS24-00448	27,451.25	01-5800	General Fund/Other Contractual Expenses	2,451.25
P23-04316	4,511,961.95	21-6170	Building Fund/Land Improvement	77,961.95
P23-04317	2,696,123.36	21-6170	Building Fund/Land Improvement	23,773.36
P24-01047	9,408.32	01-4310	General Fund/Instructional Materials/Suppli	254.53
		01-4410	General Fund/Equipment \$500 - \$4,999	1,273.42
			Total PO P24-01047	1,527.95
P24-01394	2,618.48	01-5832	General Fund/Transportation-Field Trips	500.00
P24-01945	818.10	01-4320	General Fund/Non-Instructional Materials/Su	180.39-
P24-02084	10,350.00	01-5690	General Fund/Other Contracts, Rents, Leases	1,850.00
P24-02261	1,021.01	01-4310	General Fund/Instructional Materials/Suppli	403.75-

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Includes Purchase Orders dated 03/15/2024 - 04/14/2024 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-02438	29,408.20	01-6510	General Fund/Equipment Replacement Over \$5,	1,459.45
P24-02667	3,314.70	01-4310	General Fund/Instructional Materials/Suppli	21.75-
P24-02781	884.56	01-4320	General Fund/Non-Instructional Materials/Su	106.93-
			Total PO Changes	4,129.76

Information is further limited to: (Minimum Amount = (999,999.99))

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

Meeting Date: May 16, 2024

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 1-31, 2024

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

Division: Business Services

Recommendation: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks, and electronic transfers issued for the period of March 1-31, 2024, are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

Warrants, Checks and Electronic Transfers – March 1-31, 2024.

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

Warrants, Checks and Electronic Funds Transfers

March 2024

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97424798 - 97425581	784 items	\$ 26,862,267.25
		General (01)	\$ 18,705,634.06
		Charter (09)	\$ 85,895.32
		Adult Education (11)	\$ 68,384.82
		Child Development (12)	\$ 63,332.13
		Cafeteria (13)	\$ 973,004.75
		Building (21)	\$ 6,063,653.43
		Developer Fees (25)	\$ 50,878.39
		Mello Roos Capital Proj (49)	\$ 7,495.07
		Cafeteria Enterprise (61)	\$ 122.71
		Self Insurance (67)	\$ 22,852.38
		Self Ins Dental/Vision (68)	\$ 795,477.76
		Payroll Revolving (76)	\$ 25,536.43
Alternate Cash Revolving Checks	00002532 - 00002555	24 items	\$ 48,939.20
		General (01)	\$ 351.25
		Payroll Revolving (76)	\$ 48,587.95
Payroll and Payroll Vendor Warrants	97902068 - 97903524	1457 items	\$ 6,934,763.13
		General (01)	\$ 2,193,843.51
		Charter (09)	\$ 78,125.55
		Adult Education (11)	\$ 34,403.11
		Child Development (12)	\$ 56,914.58
		Cafeteria (13)	\$ 146,910.74
		Building (21)	\$ 4,924.82
		Payroll Revolving (76)	\$ 4,419,640.82
Payroll ACHs and Payroll Vendor EFTs	ACH 01580596 - 01587935 EFT 00000015 - 00000016	7341 items	\$ 25,989,491.99
		General (01)	\$ 23,498,976.07
		Charter (09)	\$ 673,409.77
		Adult Education (11)	\$ 264,370.74
		Child Development (12)	\$ 445,465.38
		Cafeteria (13)	\$ 901,056.90
		Building (21)	\$ 88,740.90
		Self Insurance (67)	\$ 47,946.94
		Self Ins Dental/Vision (68)	\$ 6,236.90
		Payroll Revolving (76)	\$ 63,288.39
County Wire Transfers for Benefit, Debt & Tax	9700350102 - 9700350122	21 items	\$ 23,580,274.85
		General (01)	\$ 64,256.62
		Payroll Revolving (76)	\$ 23,516,018.23
Total	9627 items	\$	83,415,736.42



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

Meeting Date: May 16, 2024

Subject: Approve California Middle field trip to Ashland, OR from June 7-9, 2024

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

Division: Deputy Superintendent

Recommendation: Approve California Middle field trip to Ashland, OR from June 7-9, 2024

Background/Rationale: On June 7, 22 students and four teachers will travel via charter bus to Ashland, OR to the Shakespeare Festival. Students will enhance their knowledge about theater production and acting methods.

Financial Considerations: There is no cost to the district. Expenses will be paid by student fundraising.

LCAP Goal(s): College preparedness, increasing communication and critical thinking skills.

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Mary Hardin Young, Interim Deputy Superintendent

Jerad Hyden, Assistant Superintendent

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student. See below reference distribution section for details concerning each type of trip.

School Name CALIFORNIA MIDDLE SCHOOL Date 11 / 29 / 2023
 Teacher's Name REBECCA LONG Room # 32 Telephone # 916-395-5302 Fax # 916-264-4477
 Field Trip Destination ASHLAND OR, SHAKESPEARE FESTIVAL

- Walking Local-50 mile radius Out-of-Town (Beyond 50 mile radius) Overnight Out-of-State/Country
 Involving Swimming or Wading Unusual Activities

Route (must provide written directions our map) i-5 North, 297 miles to Ashland Oregon - See attached route/map

Educational nature of field trip/excursion Theatre, workshops

Depart Date 6 / 7 / 24 Time 9:30 am/pm Return Date 6 / 9 / 24 Time 3:30 am/pm

- TRANSPORTATION will be provided by: Walking School Bus - contact Transportation Field Trip Office Train
 Charter Bus Company (District Approved): Yes No (Check with Field Trip Office) Public Transportation
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Commercial Airline Other: _____

Number of students participating: 22 Funding Source ASB Financial Assistance Available? Yes No

Adult Chaperones:

(All clearances must be met prior to Field Trip Approval)

(Use a separate sheet if necessary)

	DRIVER						
1) <u>NANCY KNOWDELL</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
2) <u>LISA MURAWSKI</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
3) _____	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
4) <u>DOUG KNOWDELL</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
7) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
8) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	

Teachers and Staff Attending (Use a separate sheet if necessary)

DRIVER		DRIVER	
1) <u>REBECCA LONG</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	2) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
5) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	6) _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Principal Approval [Signature] Date 11/29/2023

Segment IAS/Department Head Approval [Signature] Date 4/17/24

Risk Management Approval (if applicable) [Signature] Date 4/17/24

Distribution: Refer to the Field Trip Information Form RSK 106F for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip: (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius: driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: _____
 (Initials)

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
 TRAVEL REQUEST**

School Name CALIFORNIA MIDDLE SCHOOL Date / /

Teacher's Name REBECCA LONG Room # 32 Telephone # 916-395-5302

Field Trip Destination ASHLAND, OREGON - SHAKESPEARE FESTIVAL

Reason for travel Theatre group going to see theatre productions and engage
in theatre workshops.

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed 
 Teacher

Approvals:

<u></u>	<u>12, 01, 23</u>
Principal	Date
<u></u>	<u>4, 17, 24</u>
Risk Management Dept.	Date
<u></u>	<u>4, 17, 24</u>
Segment Administrator	Date
<u></u>	<u>4, 22, 24</u>
Superintendent	Date

 / /
 Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)
Sacramento City Unified School District

Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state.

Request to Attend: <input checked="" type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	REQ # _____
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School/Department: CALIFORNIA MIDDLE SCHOOL Date: 11/29/23

Date(s) of Event: JUNE 7-9, 2024 Location: ASHLAND OREGON SHAKESPEARE FESTIVAL

Event Title (attach brochure): THEATRE FIELD TRIP TO ASHLAND OREGON

Purpose: THEATRE STUDENTS WILL ATTEND THEATRE PRODUCTIONS AND ATTEND THEATRE WORKSHOPS
*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? Field trip for theatre students.

How will this activity/event be used and shared? Enhance knowledge of theatre production and acting methods.

Name of Attendee(s) <small>(attach sheet for additional attendees)</small>	Position	Substitute (Y/N)**	No. of Days Required	Budget Code <small>(for substitute)</small>
Rebecca Long	Teacher	Y	1	
		No		
		No		

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770** Additional Attendees Attached

Approvals:

Giino Debra 12/1/23
 Principal/Department Head Signature & Print Name Date

Wagner 4/18/24
 Cabinet Level or Designee Signature Date

[Signature] 04/27/24
 Chief Business Office Signature Date

[Signature] 4/22/24
 Superintendent or Designee Signature Date

District cost for all attendees (estimate)

Registration Fee ***

Meals included? B L D

Lodging

Transportation

Meals

Other

TOTAL

Categorical Budget Code(s): No expense to district \$

General Fund/Unrestricted \$

***If any meals are included in the cost of registration, how many of each: Breakfast Lunch Dinner

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

Meeting Date: May 16, 2024

Subject: *Approve Facility Use Agreements for Charter Schools: California Montessori Project, Sol Aureus College Preparatory, St. Hope Public School 7, St. Hope Sacramento Charter High School, & Yav Pem Suab Academy*

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

Division: Deputy Superintendent's Office

Recommendation: Staff recommends that the board approve the Charter Facility Use Agreements (FUAs) for the following charter schools:

1. California Montessori Project, Capitol Campus (Jefferson, 2635 Chestnut Hill Drive)
2. Sol Aureus College Preparatory Academy (Bear Flag, 6620 Gloria Drive)
3. St. Hope Public Schools' Public School #7 (PS7) (5201 Strawberry Lane)
4. St. Hope Public Schools' Sacramento Charter High School (2315 34th Street)
5. Yav Pem Suab Academy (Lisbon, 7555 South Land Park Drive)

Background/Rationale: Proposition 39, passed by California voters in 2000, obligates school districts to provide reasonably equivalent facilities to charter schools that project or enroll at least an Average Daily Attendance of 80 students from the District. The facilities offered must be contiguous, furnished and equipped, and "reasonably equivalent" to District operated schools from where the charter school students would have otherwise attended.

For the last several years, the agreements for these school sites have been extended year to year but have not been thoroughly updated to reflect both legal requirements and best practice. Over the 2023-24 school year, district staff engaged in an iterative negotiation process with our charter partners to reach agreements that serve both the district and charter school needs.

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

LCAP Goal(s): Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. Facility Use Agreement for California Montessori Project, Capitol Campus
2. Facility Use Agreement for Sol Aureus College Preparatory
3. Facility Use Agreement for St. Hope Public School 7, Strawberry Lane Site
4. Facility Use Agreement for St. Hope Public School 7 and Sacramento Charter High School, 34th Street Site
5. Facility Use Agreement for Yav Pem Suab Academy

Estimated Time of Presentation: N/A

Submitted by: Mary Hardin Young, Deputy Superintendent
Amanda Goldman, Director, Innovative Schools
Nathaniel Browning, Director, Capitol Projects,
Facilities, and Resource Management

Approved by: Lisa Allen, Superintendent



FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39
Sacramento City Unified School District / California Montessori Project, Capitol Campus

THIS FACILITIES USE AGREEMENT (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and California Montessori Project, Capitol Campus, the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 2635 Chestnut Hill Drive, Sacramento, 95826, which is more commonly known as the Jefferson Campus (the “Site”).

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

WHEREAS, the Charter School serves students enrolled in TK-8 and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2026-2027 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

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

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

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2027 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

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

3. FACILITIES USE FEE.

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

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

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

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

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

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

4. **USE.**

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

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

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

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

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

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

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

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

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

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.

- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

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

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

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

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

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

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

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

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

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

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

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

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

12. **INDEMNITY.**

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

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

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

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

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:

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

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of California Montessori Project and California Montessori Project, Capitol Campus.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate California Montessori Project, Capitol Campus to a particular course of action or prohibit/restrict California Montessori Project, Capitol Campus from a particular course of action, California Montessori Project shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:	CHARTER SCHOOL:
Sacramento City Unified School District 5735 47 th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu	California Montessori Project 2635 Chestnut Hill Drive Sacramento, CA 95826 Attention: Brett Barley, Superintendent Email: bbarley@cacamp.org

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

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

Signatures on Following Page

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

DISTRICT:

CHARTER SCHOOL:

Superintendent

Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-25

EXHIBIT 3

Attached April 12, 2024 update of Charter Facility Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (Not Applicable)

EXHIBIT 1A

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			38,812.72
Sq Footage Rate			
1,815	0.00	0	
37,036	1.00	37036	
5,384	0.33	1776.72	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Use	Charter Use	Capital Improvement	Shared Use
PERMANENT BUILDINGS												
Bldg. 001						1963	23233					
B004			Mechanical	<input type="checkbox"/>	151							151
J001			Janitor	<input type="checkbox"/>	18							18
K001			Kitchen	<input type="checkbox"/>	627							627
S001			Locker Area	<input type="checkbox"/>	22							22
S002			Pantry	<input type="checkbox"/>	97							97
S003			Storage	<input type="checkbox"/>	158							158
T001			Toilet	<input type="checkbox"/>	30							30
T002			Toilet (Women)	<input type="checkbox"/>	66							66
T003			Toilet (Men)	<input type="checkbox"/>	65							65
U001			Multi-purpose	<input type="checkbox"/>	2,447							2447
U002			Platform	<input type="checkbox"/>	741							741
			Hall	<input type="checkbox"/>	44							44
			Ref	<input type="checkbox"/>	84							84
			Storage	<input type="checkbox"/>	142							142
			Unspecified	<input type="checkbox"/>	394							394
BUILDING AREA TOTAL					5,086							
COVERED WALKWAYS					682							682
CLASSROOMS					0							

Bldg. 002						1963	23233					
B001			Mechanical	<input type="checkbox"/>	156							156
C001			Workroom	<input type="checkbox"/>	240							240
C002			Nurse	<input type="checkbox"/>	220							220
C003			Reception	<input type="checkbox"/>	160							160
C004			Principal	<input type="checkbox"/>	139							139
H001			Hall	<input type="checkbox"/>	746							746
I001			Lounge	<input type="checkbox"/>	344							344
J001			Janitor	<input type="checkbox"/>	54							54
J002			Store	<input type="checkbox"/>	56							56
K001			Kitchen	<input type="checkbox"/>	67							67
S001			Storage	<input type="checkbox"/>	56							56
S003			Storage	<input type="checkbox"/>	93							93
S004			Storage	<input type="checkbox"/>	23							23
S005			Storage	<input type="checkbox"/>	42							42
T001			Toilet	<input type="checkbox"/>	62							62
T002			Toilet	<input type="checkbox"/>	62				62			
T003			Toilet (Men)	<input type="checkbox"/>	38							38

School Name: Thomas Jefferson Elementary School
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 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			38,812.72
Sq Footage Rate			
1,815	0.00	0	
37,036	1.00	37036	
5,384	0.33	1776.72	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
T004			Toilet (Women)	<input type="checkbox"/>	68		
T005			Toilet	<input type="checkbox"/>	22		
Y001		1	Classroom	<input checked="" type="checkbox"/>	1,051		
Y002		2	Classroom	<input checked="" type="checkbox"/>	1,051		
			Work Room	<input type="checkbox"/>	99		
			Work Room	<input type="checkbox"/>	99		
			Unspecified	<input type="checkbox"/>	504		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		68		
		22		
		1051		
	1051			
	99			
	99			
	504			

BUILDING AREA TOTAL 5,452
 COVERED WALKWAYS 4,424
 CLASSROOMS 2

Bldg. 003					1963	23233
B002			Boiler Room	<input type="checkbox"/>	115	
O003	3		Classroom	<input checked="" type="checkbox"/>	1,051	
O004	4		Classroom	<input checked="" type="checkbox"/>	935	
O005	5		Classroom	<input checked="" type="checkbox"/>	935	
O006	6		Classroom	<input checked="" type="checkbox"/>	935	
O007	7		Classroom	<input checked="" type="checkbox"/>	935	
S001			Storage	<input type="checkbox"/>	236	
T001			Toilet (Girls)	<input type="checkbox"/>	209	
T002			Toilet (Boys)	<input type="checkbox"/>	208	
T003			Toilet	<input type="checkbox"/>	39	
ZC01			?	<input type="checkbox"/>	59	
			Work Room	<input type="checkbox"/>	140	
			Toilet	<input type="checkbox"/>	39	
			Unspecified	<input type="checkbox"/>	317	

		115		
		1051		
		935		
		935		
		935		
		935		
		236		
		209		
		208		
		39		
		59		
		140		
		39		
		317		

BUILDING AREA TOTAL 6,153
 COVERED WALKWAYS 4,326
 CLASSROOMS 7

Bldg. 004					1963	23233
B003			Boiler Room	<input type="checkbox"/>	115	
O008	8		Library	<input type="checkbox"/>	1,291	
O009	9		Classroom	<input checked="" type="checkbox"/>	935	
O010	10		Classroom	<input checked="" type="checkbox"/>	935	
O011	11		Classroom	<input checked="" type="checkbox"/>	935	
O012	12		Classroom	<input checked="" type="checkbox"/>	935	
S005			Storage	<input type="checkbox"/>	132	
T005			Toilet (Women)	<input type="checkbox"/>	99	
T009			Toilet (Boys)	<input type="checkbox"/>	208	
T010			Toilet (Girls)	<input type="checkbox"/>	209	

		115		
		1291		
		935		
		935		
		935		
		935		
		132		
		99		
		208		
		209		

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			38,812.72
Sq Footage Rate			
1,815	0.00	0	
37,036	1.00	37036	
5,384	0.33	1776.72	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Use	Charter Use	Capital Improvement	Shared Use
ZC02				<input type="checkbox"/>	59					59		
			Unspecified	<input type="checkbox"/>	300					300		
BUILDING AREA TOTAL					6,153							
COVERED WALKWAYS					5,336							
CLASSROOMS					4							

PORTABLE BUILDINGS

P01						1953	9952					
O014		14	Classroom	<input checked="" type="checkbox"/>	983					983		
BUILDING AREA TOTAL					983							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P02						1991	55702					
O015		15	Classroom	<input checked="" type="checkbox"/>	960					960		
BUILDING AREA TOTAL					960							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P03						1967	28948					
O019		19	Classroom	<input checked="" type="checkbox"/>	900					900		
O020		20	Classroom	<input checked="" type="checkbox"/>	900					900		
BUILDING AREA TOTAL					1,800							
COVERED WALKWAYS					0							
CLASSROOMS					2							

P07												
			Classroom	<input checked="" type="checkbox"/>	960	2023	02-121694				960	
BUILDING AREA TOTAL					960							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P04						1988	?					
		4th R	Classroom	<input checked="" type="checkbox"/>	1,920					1,920		
BUILDING AREA TOTAL					1,920							

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			38,812.72
Sq Footage Rate			
1,815	0.00	0	
37,036	1.00	37036	
5,384	0.33	1776.72	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Use	Charter Use	Capital Improvement	Shared Use
COVERED WALKWAYS					0							
CLASSROOMS					1							
TOTAL									1,815	37,036	5,384	0

Summary	
Portable Building Area	6,623
Portable Covered Corridors and Walkways	0
Portable Classrooms	6
Permanent Building Areas	22,844
Covered Walkways	14,768
Permanent Classrooms	11
Total Site Area	29,467
Total Covered Walkways	14,768
Grand Total	44,235
Total Charter Space at Full Facility Use Fee	37,036
Total Charter Space at Reduced Facility Use Fee	5,384
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)	
Total Exclusive Charter Space	42,420
Total Exclusive District Space	1,815
Total Shared Space	0
Ratio of Charter to District Space (Total Charter / Total Site Area)	4.10%
Share Space Allocated to Charter (Ratio * Total Shared)	0
Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared)	42,420
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)	95.90%



Thomas Jefferson Elementary School
 2635 Chesnut Street
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
 DECEMBER 2003

SITE AREA: 9.95 ACRES
 A.P.N. 079-0092-023

EXHIBIT 2

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
California Montessori Project; School Year: 2024-2025					
Footage Fee Calculation (from FUA):	38,812.72	% Utilities	95.9%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$36,969.12	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$36,969.12	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

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

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Introduction

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

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

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

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

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

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

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

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

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

Maintenance Needs After School Hours

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

Security Needs

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

Audits and Inspections

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

Maintenance

Routine and Preventative Maintenance

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

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

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

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

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

Deferred Maintenance

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

Work Orders

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

Emergency Work Orders

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

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

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

Pest Control

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

Minor Alterations/Special Project Requests (SPRs)

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

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

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

Network Infrastructure

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

Security Cameras

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

Key Assignments and Control

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

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

HVAC Controls

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

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

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

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

Furnishings and Equipment

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

Operations (Custodial)

Custodial Support

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

Site Standards

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

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

External Site Inspections

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

Custodial Supplies

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

Trash Service

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

Security

District Security Support

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

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

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

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

Fire Inspections, False Alarms, and Fire Watch

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

The Charter shall be responsible for all false fire alarms.

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

Utilities

Utilities Payments

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

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

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

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

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

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

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

Civic Permit Custodial Coverage

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

Charter Events Calendaring

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

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

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

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

Capital Improvements

Special Project Requests versus Capital Projects

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

District Approval of Capital Improvement Requests

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

District Construction Standards and Specifications

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

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

Costs of Capital Projects

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

Legal Requirements of the Capital Project

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

Project Closeout

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

Abandoned Charter Facility Improvements or Equipment

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

Summary of Charges

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

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024





FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39
Sacramento City Unified School District / Sol Aureus College Preparatory

THIS FACILITIES USE AGREEMENT (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Sol Aureus College Preparatory a California nonprofit corporation operating the Sol Aureus College Preparatory, collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 6620 Gloria Drive, Sacramento, 95831 which is more commonly known as the Bear Flag Campus (the “Site”).

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

WHEREAS, the Charter School serves students enrolled in Kindergarten through 8th grade and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2025-2026 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

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

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

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2026 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
 - i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.

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

3. **FACILITIES USE FEE.**

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee (“Facilities Use Fee”) in

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

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

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

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

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

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

due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

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

Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

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

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.

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

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

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

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

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

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.

- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

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

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

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

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

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

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

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

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

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

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

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

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

12. **INDEMNITY.**

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

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

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

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

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
 1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

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

- iv. Revocation of the Charter School’s charter by the District’s Board of Education or cessation of the Charter School’s program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District’s Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School’s charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School’s right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School’s right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School’s default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of Sol Aureus College Preparatory Nonprofit and Sol Aureus College Preparatory Charter School.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sol Aureus College Preparatory to a particular course of action or prohibit/restrict Sol Aureus College Preparatory from a particular course of action, Sol Aureus shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

<p>DISTRICT: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu</p>	<p>CHARTER SCHOOL: Sol Aureus College Preparatory 6620 Gloria Drive Sacramento, CA, 95831 Attention: Norman Hernandez Email: nhernandez@sacprep.org</p>
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Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

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

Signatures on Following Page

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

DISTRICT:

CHARTER SCHOOL:

Superintendent

Principal / Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-24

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (not applicable)

Exhibit 1A

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

1. Missing area of CI 2. Missing Date and DSA of CI

Key

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

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

Sq Footag Rate		
1,051	0.00	0
40,235	1.00	40235
5,120	0.33	1689.6
0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS							
Bldg_001						1965	24257
B004			Mechanical	<input type="checkbox"/>	151		
J001			Janitor	<input type="checkbox"/>	18		
K001			Kitchen	<input type="checkbox"/>	627		
S001			Locker Area	<input type="checkbox"/>	22		
S002			Pantry	<input type="checkbox"/>	97		
S003			Storage	<input type="checkbox"/>	158		
T001			Toilet	<input type="checkbox"/>	30		
T002			Toilet (Women)	<input type="checkbox"/>	66		
T003			Toilet (Men)	<input type="checkbox"/>	65		
U001			Multi-purpose	<input type="checkbox"/>	2,447		
U002			Platform	<input type="checkbox"/>	741		
			Hall	<input type="checkbox"/>	44		
			Ref	<input type="checkbox"/>	84		
			Storage	<input type="checkbox"/>	142		
			Unspecified	<input type="checkbox"/>	668		

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

5,360
4,506
0

Comments **District Only** **Charter Use** **Capital Improvement** **Shared Use**

151
18
627
22
97
158
30
66
65
2,447
741
44
84
142
668
4,506

Bldg_002						1965	24257
B001			Mechanical	<input type="checkbox"/>	156		
C001			Workroom	<input type="checkbox"/>	240		
C002			Nurse	<input type="checkbox"/>	220		
C003			Reception	<input type="checkbox"/>	160		
C004			Principal	<input type="checkbox"/>	139		
H001			Hall	<input type="checkbox"/>	746		
I001			Lounge	<input type="checkbox"/>	344		
J001			Janitor	<input type="checkbox"/>	54		
J002			Store	<input type="checkbox"/>	56		
K001			Kitchen	<input type="checkbox"/>	67		
S001			Storage	<input type="checkbox"/>	56		
S003			Storage	<input type="checkbox"/>	93		
S004			Storage	<input type="checkbox"/>	23		
S005			Storage	<input type="checkbox"/>	42		
T001			Toilet	<input type="checkbox"/>	62		
T002			Toilet	<input type="checkbox"/>	62		
T003			Toilet (Men)	<input type="checkbox"/>	38		
T004			Toilet (Women)	<input type="checkbox"/>	68		
T005			Toilet	<input type="checkbox"/>	22		
Y001		1	Classroom	<input checked="" type="checkbox"/>	1,051		
Y002		2	Classroom	<input checked="" type="checkbox"/>	1,051		

1,051

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

1. Missing area of CI 2. Missing Date and DSA of CI

Key

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

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60		
Sq Footag Rate		
1,051	0.00	0
40,235	1.00	40235
5,120	0.33	1689.6
0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
			Work Room	<input type="checkbox"/>	99		
			Work Room	<input type="checkbox"/>	99		
			Unspecified	<input type="checkbox"/>	98		

BUILDING AREA TOTAL 5,046
 COVERED WALKWAYS 664
 CLASSROOMS 2

Bldg. 003					1965	24257
B002			Boiler Room	<input type="checkbox"/>	115	
O003	3		Classroom	<input checked="" type="checkbox"/>	1,051	
O004	4		Classroom	<input checked="" type="checkbox"/>	935	
O005	5		Classroom	<input checked="" type="checkbox"/>	935	
O006	6		Classroom	<input checked="" type="checkbox"/>	935	
O007	7		Classroom	<input checked="" type="checkbox"/>	935	
S001			Storage	<input type="checkbox"/>	236	
T001			Toilet (Girls)	<input type="checkbox"/>	209	
T002			Toilet (Boys)	<input type="checkbox"/>	208	
T003			Toilet	<input type="checkbox"/>	39	
ZC01				<input type="checkbox"/>	59	
			Work Room	<input type="checkbox"/>	140	
			Toilet	<input type="checkbox"/>	39	
			Unspecified	<input type="checkbox"/>	628	

BUILDING AREA TOTAL 6,464
 COVERED WALKWAYS 4,010
 CLASSROOMS 5

Bldg. 004					1965	24257
B003			Boiler Room	<input type="checkbox"/>	115	
O008	8		Library	<input type="checkbox"/>	1,291	
O009	9		Classroom	<input checked="" type="checkbox"/>	935	
O010	10		Classroom	<input checked="" type="checkbox"/>	935	
O011	11		Classroom	<input checked="" type="checkbox"/>	935	
O012	12		Classroom	<input checked="" type="checkbox"/>	935	
S005			Storage	<input type="checkbox"/>	132	
T005			Toilet (Women)	<input type="checkbox"/>	99	
T009			Toilet (Boys)	<input type="checkbox"/>	208	
T010			Toilet (Girls)	<input type="checkbox"/>	209	
ZC02				<input type="checkbox"/>	59	
			Unspecified	<input type="checkbox"/>	292	

BUILDING AREA TOTAL 6,145
 COVERED WALKWAYS 4,448
 CLASSROOMS 4

Permanent Building Area 23,015

Comments	District Only	Charter Use	Capital Improvement	Shared Use
		99		
		99		
		98		

BUILDING AREA TOTAL 5,046
 COVERED WALKWAYS 664
 CLASSROOMS 2

Comments	District Only	Charter Use	Capital Improvement	Shared Use
		115		
		1,051		
		935		
		935		
		935		
		935		
		236		
		209		
		208		
		39		
		59		
		140		
		39		
		628		

BUILDING AREA TOTAL 6,464
 COVERED WALKWAYS 4,010
 CLASSROOMS 5

Comments	District Only	Charter Use	Capital Improvement	Shared Use
		115		
		1,291		
		935		
		935		
		935		
		935		
		132		
		99		
		208		
		209		
		59		
		292		

BUILDING AREA TOTAL 6,145
 COVERED WALKWAYS 4,448
 CLASSROOMS 4

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

UTILITY %: 95.2%

TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

Key

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

1. Missing area of CI 2. Missing Date and DSA of CI

Sq Footag Rate		
1,051	0.00	0
40,235	1.00	40235
5,120	0.33	1689.6
0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Only	Charter Use	Capital Improvement	Shared Use
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Covered Walkways 13,628
Permanent Classrooms 11

PORTABLE BUILDINGS

P01					1967	28948
O014	14	Classroom	✓	900		
O015	15	Classroom	✓	900		
O016	16	Classroom	✓	900		

BUILDING AREA TOTAL 2,700
COVERED WALKWAYS 0
CLASSROOMS 3

900
900
900

P02					1952	9952
O013	13	Classroom	✓	983		

BUILDING AREA TOTAL 983
COVERED WALKWAYS 0
CLASSROOMS 1

983

P03					1986	47820
O017	17	Classroom	✓	960		

BUILDING AREA TOTAL 960
COVERED WALKWAYS 0
CLASSROOMS 1

960

Portables						
O018	18	Classroom	✓	1,024		
O019	19	Classroom	✓	1,024		
O020	20	Classroom	✓	1,024		
O021	21	Classroom	✓	1,024		
O022	22	Classroom	✓	1,024		

BUILDING AREA TOTAL 5,120
COVERED WALKWAYS 0
CLASSROOMS 5

1,024
1,024
1,024
1,024
1,024

TOTAL 1,051 40,235 5,120 0

Summary	
Portable Building Area	9,763
Portable Covered Corridors and Walkways	0
Portable Classrooms	10
Permanent Building Areas	23,015

School Name: Bear Flag Elementary School

School Code: 017

Site Area: 9.70 Acres

Year Built: 1965

A.P.N. 030-0042-020

Address: 6620 Gloria Drive, Sacramento, CA 95831

1. Missing area of CI 2. Missing Date and DSA of CI

UTILITY %: 95.2%

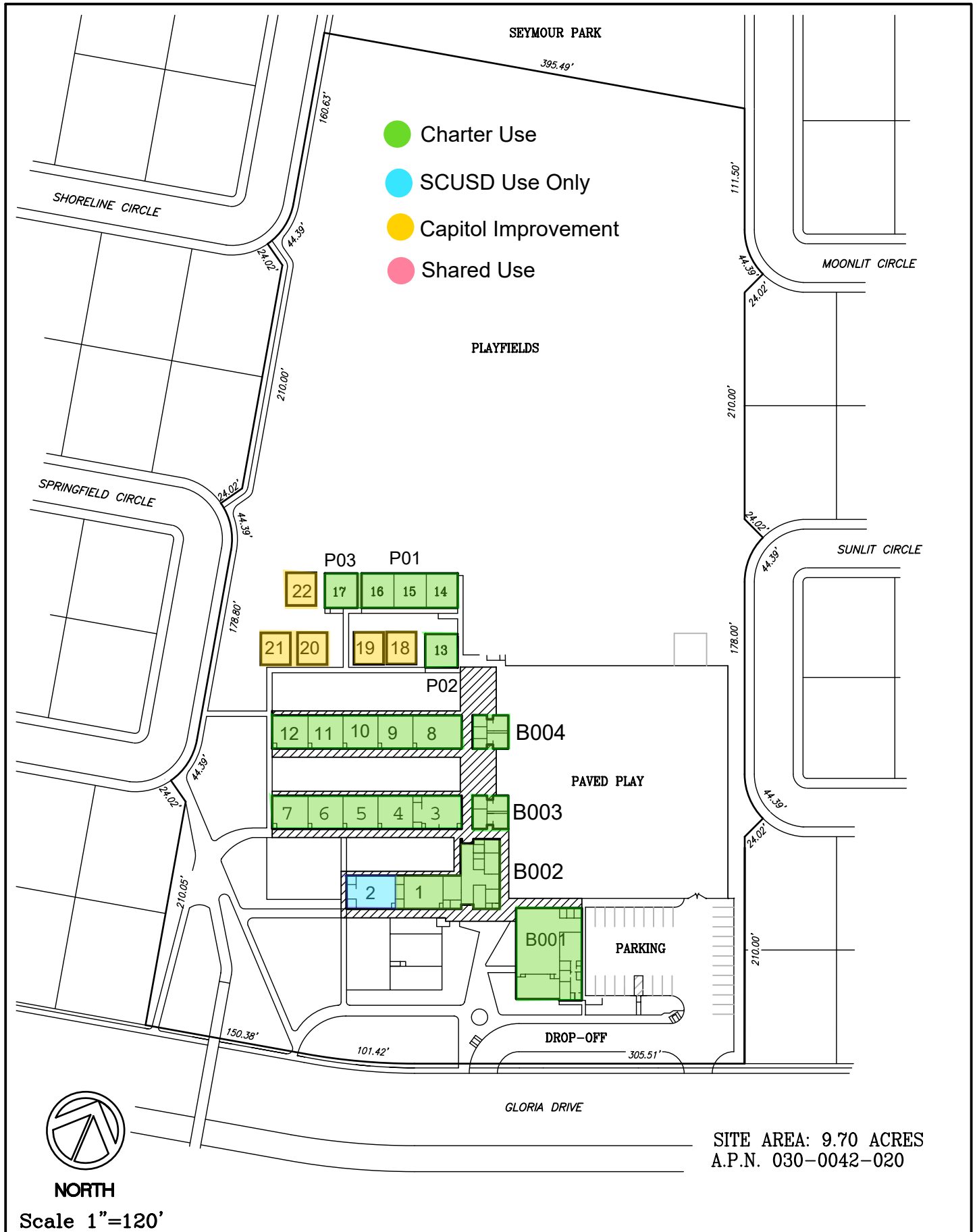
TOTAL SQUARE FOOTAGE for FEE CALCULATION 41,924.60

Key

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

Sq Footag Rate		
1,051	0.00	0
40,235	1.00	40235
5,120	0.33	1689.6
0	0	0

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Only	Charter Use	Capital Improvement	Shared Use
Covered Walkways						13,628						
Permanent Classrooms						11						
Total Site Area						32,778						
Total Covered Walkways						13,628						
Grand Total						46,406						
Total Charter Space at Full Facility Use Fee						40,235						
Total Charter Space at Reduced Facility Use Fee						5,120						
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)												
Total Exclusive Charter Space						45,355						
Total Exclusive District Space						1,051						
Total Shared Space						0						
Ratio of Charter to District Space (Total Charter / Total Site Area)						2.26%						
Share Space Allocated to Charter (Ratio * Total Shared)						0						
Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared						45,355						
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)						97.74%						



Bear Flag Elementary School (017)
 6620 Gloria Drive
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
 DECEMBER 2003

EXHIBIT 2

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
<i>Sol Aureus College Prep; School Year: 2024-2025</i>					
Footage Fee Calculation (from FUA):	41,924.60	% Utilities	95.20%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$39,933.18	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$39,933.18	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

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

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Introduction

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

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

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

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

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

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

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

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

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

Maintenance Needs After School Hours

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

Security Needs

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

Audits and Inspections

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

Maintenance

Routine and Preventative Maintenance

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

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

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

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

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

Deferred Maintenance

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

Work Orders

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

Emergency Work Orders

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

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

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

Pest Control

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

Minor Alterations/Special Project Requests (SPRs)

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

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

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

Network Infrastructure

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

Security Cameras

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

Key Assignments and Control

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

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

HVAC Controls

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

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

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

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

Furnishings and Equipment

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

Operations (Custodial)

Custodial Support

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

Site Standards

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

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

External Site Inspections

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

Custodial Supplies

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

Trash Service

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

Security

District Security Support

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

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

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

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

Fire Inspections, False Alarms, and Fire Watch

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

The Charter shall be responsible for all false fire alarms.

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

Utilities

Utilities Payments

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

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

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

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

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

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

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

Civic Permit Custodial Coverage

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

Charter Events Calendaring

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

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

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

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

Capital Improvements

Special Project Requests versus Capital Projects

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

District Approval of Capital Improvement Requests

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

District Construction Standards and Specifications

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

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

Costs of Capital Projects

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

Legal Requirements of the Capital Project

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

Project Closeout

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

Abandoned Charter Facility Improvements or Equipment

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

Summary of Charges

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

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024





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

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

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

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

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

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

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

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

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

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2025 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
 - i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.

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

3. **FACILITIES USE FEE.**

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

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

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

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

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

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

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar

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

4. **USE.**

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

Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

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

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

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

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

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

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

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

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

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

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

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

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

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

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

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

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

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

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

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

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

12. **INDEMNITY.**

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

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

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

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

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

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

- iv. Revocation of the Charter School’s charter by the District’s Board of Education or cessation of the Charter School’s program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District’s Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School’s charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School’s right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School’s right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School’s default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of St. Hope Public Schools and Sacramento Charter High School and Public School 7.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. Hope Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

<p>DISTRICT: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu</p>	<p>CHARTER SCHOOL: St. Hope Public Schools 2315 34th Street Sacramento, CA 95817 Attention: Lisa Ruda, Superintendent Email: lruda@sthopepublicschools.org</p>
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Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

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

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

DISTRICT:

CHARTER SCHOOL:

Superintendent

Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-25

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (not applicable)

Exhibit 1A

School Name: PS7 Elementary School (K-5)
 School Code:
 Site Area:
 Year Built:
 A.P.N.
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			12,495.78
Sq Footage Rate			
0	0.00	0	
0	1.00	0	
37,866	0.33	12495.78	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS							
Bldg. A						2,024	
	A-01		Kindergarten	<input checked="" type="checkbox"/>	1225		
			Toilet	<input type="checkbox"/>			
			Girls RR	<input type="checkbox"/>			
			Boys RR	<input type="checkbox"/>			
	A-02		Kindergarten	<input checked="" type="checkbox"/>	1225		
			Toilet	<input type="checkbox"/>			
			Closet	<input type="checkbox"/>			
	A-03		Kindergarten	<input checked="" type="checkbox"/>	1225		
			Toilet	<input type="checkbox"/>			
			Closet	<input type="checkbox"/>			

BUILDING AREA TOTAL 3675
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. B						2,024	
	B-01		Preschool	<input checked="" type="checkbox"/>	1225		
			Toilet	<input type="checkbox"/>			
			Closet	<input type="checkbox"/>			
	B-02		Preschool	<input checked="" type="checkbox"/>	1225		
			Toilet	<input type="checkbox"/>			
			Closet	<input type="checkbox"/>			
	B-03		Kindergarten	<input checked="" type="checkbox"/>	1225		
			Boys RR	<input type="checkbox"/>			
			Girls RR	<input type="checkbox"/>			
			Toilet	<input type="checkbox"/>			
			Toilet	<input type="checkbox"/>			

BUILDING AREA TOTAL 3675
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. C							
	C-01		1st grade	<input checked="" type="checkbox"/>	960		
	C-02		1st grade	<input checked="" type="checkbox"/>	960		
	C-03		1st grade	<input checked="" type="checkbox"/>	960		

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0

Comments	District Only	Charter Use	Capital Improvement	Shared Use

1225

1225

1225

1225

1225

1225

960

960

960

School Name: PS7 Elementary School (K-5)
 School Code:
 Site Area:
 Year Built:
 A.P.N.
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			12,495.78
Sq Footage Rate			
0	0.00	0	
0	1.00	0	
37,866	0.33	12495.78	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
CLASSROOMS					3		

Comments	District Only	Charter Use	Capital Improvement	Shared Use
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Bldg. D							
	D-01		First Grade	<input checked="" type="checkbox"/>	960		
	D-02		First Grade	<input checked="" type="checkbox"/>	960		
	D-03		Second Grade	<input checked="" type="checkbox"/>	960		

960
960
960

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. E							
	E-01		Second Grade	<input checked="" type="checkbox"/>	960		
	E-02		Second Grade	<input checked="" type="checkbox"/>	960		
	E-03		Second Grade	<input checked="" type="checkbox"/>	960		

960
960
960

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. F							
	F-01		Second Grade	<input checked="" type="checkbox"/>	960		
	F-02		Third Grade	<input checked="" type="checkbox"/>	960		
			Boys RR	<input type="checkbox"/>			
			Girls RR	<input type="checkbox"/>			

960
960

BUILDING AREA TOTAL 1920
 COVERED WALKWAYS 0
 CLASSROOMS 2

Bldg. G							
	G-01		Third Grade	<input checked="" type="checkbox"/>	960		
	G-02		Third Grade	<input checked="" type="checkbox"/>	960		
	G-03		Third Grade	<input checked="" type="checkbox"/>	960		

960
960
960

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. H							
	H-01		Fourth Grade	<input checked="" type="checkbox"/>	960		

960

School Name: PS7 Elementary School (K-5)
 School Code:
 Site Area:
 Year Built:
 A.P.N.
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			12,495.78
Sq Footage Rate			
0	0.00	0	
0	1.00	0	
37,866	0.33	12495.78	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
	H-02		Fourth Grade	<input checked="" type="checkbox"/>	960		
	H-03		Fourth Grade	<input checked="" type="checkbox"/>	960		

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. I

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
	I-01		Fourth Grade	<input checked="" type="checkbox"/>	960		
	I-02		Fourth Grade	<input checked="" type="checkbox"/>	960		
	I-03		Third Grade	<input checked="" type="checkbox"/>	960		

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. J

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
	J-01		Fifth Grade	<input checked="" type="checkbox"/>	960		
	J-02		Fifth Grade	<input checked="" type="checkbox"/>	960		
	J-03		Fifth Grade	<input checked="" type="checkbox"/>	960		

BUILDING AREA TOTAL 2880
 COVERED WALKWAYS 0
 CLASSROOMS 3

Bldg. J

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
	J-01		Fifth Grade	<input checked="" type="checkbox"/>	960		
	J-02		Fifth Grade	<input checked="" type="checkbox"/>	960		

BUILDING AREA TOTAL 1920
 COVERED WALKWAYS 0
 CLASSROOMS 2

Bldg. ADMIN

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
				<input type="checkbox"/>	2940	2,024	
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			

BUILDING AREA TOTAL 2940
 COVERED WALKWAYS 0
 CLASSROOMS 0

Comments	District Only	Charter Use	Capital Improvement	Shared Use
			960	
			960	

960
960
960

960
960
960

960
960

2940

School Name: PS7 Elementary School (K-5)
 School Code:
 Site Area:
 Year Built:
 A.P.N.
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			12,495.78
Sq Footage Rate			
0	0.00	0	
0	1.00	0	
37,866	0.33	12495.78	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
Bldg. MULTIPURPOSE					3576	2,024	
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			
				<input type="checkbox"/>			

Comments	District Only	Charter Use	Capital Improvement	Shared Use
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3576

BUILDING AREA TOTAL 3576
 COVERED WALKWAYS 0
 CLASSROOMS 0

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

School Name: PS7 Elementary School (K-5)
 School Code:
 Site Area:
 Year Built:
 A.P.N.
 Address: 5201 Strawberry Lane, Sacramento, CA 95820

UTILITY %: 100%

Key

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

TOTAL SQUARE FOOTAGE for FEE CALCULATION			12,495.78
Sq Footage Rate			
0	0.00	0	
0	1.00	0	
37,866	0.33	12495.78	
0	0	0	

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Only	Charter Use	Capital Improvement	Shared Use
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EXHIBIT 2

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

Charter School Facilities Use Handbook

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

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Introduction

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

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

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

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

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

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

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

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

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

Maintenance Needs After School Hours

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

Security Needs

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

Audits and Inspections

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

Maintenance

Routine and Preventative Maintenance

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

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

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

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

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

Deferred Maintenance

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

Work Orders

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

Emergency Work Orders

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

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

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

Pest Control

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

Minor Alterations/Special Project Requests (SPRs)

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

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

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

Network Infrastructure

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

Security Cameras

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

Key Assignments and Control

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

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

HVAC Controls

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

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

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

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

Furnishings and Equipment

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

Operations (Custodial)

Custodial Support

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

Site Standards

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

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

External Site Inspections

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

Custodial Supplies

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

Trash Service

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

Security

District Security Support

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

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

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

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

Fire Inspections, False Alarms, and Fire Watch

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

The Charter shall be responsible for all false fire alarms.

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

Utilities

Utilities Payments

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

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

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

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

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

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

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

Civic Permit Custodial Coverage

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

Charter Events Calendaring

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

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

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

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

Capital Improvements

Special Project Requests versus Capital Projects

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

District Approval of Capital Improvement Requests

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

District Construction Standards and Specifications

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

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

Costs of Capital Projects

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

Legal Requirements of the Capital Project

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

Project Closeout

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

Abandoned Charter Facility Improvements or Equipment

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

Summary of Charges

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

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024





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

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

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

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

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

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

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

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

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

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2025 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

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

3. **FACILITIES USE FEE.**

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

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

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

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

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

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

4. **USE.**

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

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.

e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

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

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

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

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

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

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.

- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

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

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

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

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

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

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

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

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

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

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

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

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

12. **INDEMNITY.**

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

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

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

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

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

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

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of St. Hope Public Schools and Sacramento Charter High School and Public School 7.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Sacramento Charter High School and Public School 7 to a particular course of action or prohibit/restrict Sacramento Charter High School and Public School 7 from a particular course of action, St. Hope Public Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

<p>DISTRICT: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu</p>	<p>CHARTER SCHOOL: St. Hope Public Schools 2315 34th Street Sacramento, CA 95817 Attention: Lisa Ruda, Superintendent Email: lruda@sthopepublicschools.org</p>
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Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

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

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

DISTRICT:

CHARTER SCHOOL:

Superintendent

Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-24

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (not applicable)

EXHIBIT 1A

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00	0	
166,084	1.00	166084	
0	0.33	0	
0	0	0	

Key

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

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

Comments

District Use	Charter Use	Capital Improvement	Shared Use
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938
141
399
204
78
52
118
142
38
108
142
90
383
880
302
302
908
879
879
881
908
165
169
164
510
878
879
1216
908
288
288
297
908
279
879
1028
908
881
878
5398
908
880
876

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00	166084	
0	0.33		0
0	0		0

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
A-4	W-39	W-39	Work Room	<input type="checkbox"/>	430		
A-40	W-24	W-24	Classroom	<input checked="" type="checkbox"/>	753		
A-41	W-23	W-23	Classroom	<input checked="" type="checkbox"/>	485		
A-42	W-21	W-21	Classroom	<input checked="" type="checkbox"/>	733		
A-43			Storage	<input type="checkbox"/>	144		
A-43B			Storage	<input type="checkbox"/>	98		
A-44	W-17	W-17	Lab	<input type="checkbox"/>	1225		
A-45	W-25	W-25	Classroom	<input checked="" type="checkbox"/>	757		
A-46	W-22	W-22	Classroom	<input checked="" type="checkbox"/>	731		
A-47	W-20	W-20	Classroom	<input checked="" type="checkbox"/>	1650		
A-48	W-19	W-19	Lab	<input type="checkbox"/>	1492		
A-49	W-18	W-18	Lab	<input type="checkbox"/>	1648		
A-49B			Storage	<input type="checkbox"/>	45		
A-5	W-4	W-4	Parent Center	<input type="checkbox"/>	143		
A-50	W-16	W-16	Lab	<input type="checkbox"/>	1650		
A-51			Book Room	<input type="checkbox"/>	1752		
A-52	W-14	W-14	Classroom	<input checked="" type="checkbox"/>	907		
A-53	W-13	W-13	Conf. Room	<input type="checkbox"/>	780		
A-54	W-12	W-12	Classroom	<input checked="" type="checkbox"/>	1249		
A-55			Print Office	<input type="checkbox"/>	139		
A-56	W-26	W-26	Classroom	<input checked="" type="checkbox"/>	938		
A-57	W-27	W-27	Classroom	<input checked="" type="checkbox"/>	908		
A-6	W-4	W-4	Waiting Room	<input type="checkbox"/>	160		
A-60			Corridor	<input type="checkbox"/>	2060		
A-61A			Corridor	<input type="checkbox"/>	947		
A-61B			Corridor	<input type="checkbox"/>	1047		
A-61C			Corridor	<input type="checkbox"/>	609		
A-62			Corridor	<input type="checkbox"/>	733		
A-63			Corridor	<input type="checkbox"/>	493		
A-64			Corridor	<input type="checkbox"/>	1062		
A-65			Corridor	<input type="checkbox"/>	579		
A-66			Corridor	<input type="checkbox"/>	767		
A-7	W-4	W-4	Office	<input type="checkbox"/>	134		
A-8	W-4	W-4	Office	<input type="checkbox"/>	116		
A-9	W-3	W-3	Reception	<input type="checkbox"/>	288		
			Custodian	<input type="checkbox"/>	50		
			Vault	<input type="checkbox"/>	74		
			Unspecified	<input type="checkbox"/>	1193		
			Hallway	<input type="checkbox"/>	69		
	W-10	W-10	Student Center	<input type="checkbox"/>	485		
			Work Room	<input type="checkbox"/>	190		
			A.V. Room	<input type="checkbox"/>	215		
			Librarian	<input type="checkbox"/>	141		
	W-11	W-11	Classroom	<input type="checkbox"/>	449		
			Clerk	<input type="checkbox"/>	340		
			Custodian	<input type="checkbox"/>	142		
			MDF Room	<input type="checkbox"/>	238		
A-6	W-15A	W-15A	Reception	<input type="checkbox"/>	93		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		430		
		753		
		485		
		733		
		144		
		98		
		1225		
		757		
		731		
		1650		
		1492		
		1648		
		45		
		143		
		1650		
		1752		
		907		
		780		
		1249		
		139		
		938		
		908		
		160		
		2060		
		947		
		1047		
		609		
		733		
		493		
		1062		
		579		
		767		
		134		
		116		
		288		
		50		
		74		
		1193		
		69		
		485		
		190		
		215		
		141		
		449		
		340		
		142		
		238		
		93		

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TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00	166084	
0	0.33		0
0	0		0

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
A-6	W-15B	W-15B	VP.	<input type="checkbox"/>	142		
			Electrical Room	<input type="checkbox"/>	68		
			Electrical Room	<input type="checkbox"/>	45		
			Storage	<input type="checkbox"/>	56		

BUILDING AREA TOTAL 59,999
 COVERED WALKWAYS 0
 CLASSROOMS 28

Comments

District Use	Charter Use	Capital Improvement	Shared Use
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142	68	45	56
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Bldg. 002	Commons			1974	36964
S201			Food Storage	<input type="checkbox"/>	181
S204			Stairs	<input type="checkbox"/>	59
			Storage	<input type="checkbox"/>	493
Z200			Storage	<input type="checkbox"/>	25
Z201			Snack Bar	<input type="checkbox"/>	184
K202			Scullery	<input type="checkbox"/>	173
S203			Lockers	<input type="checkbox"/>	45
T201			Toilet	<input type="checkbox"/>	23
K201			Kitchen	<input type="checkbox"/>	125
C201			Office	<input type="checkbox"/>	76
S202			Storage	<input type="checkbox"/>	92
U200			Multi-use	<input type="checkbox"/>	16,412
			Clock Tower	<input type="checkbox"/>	1,024
			Unspecified	<input type="checkbox"/>	1,816

BUILDING AREA TOTAL 20,728
 COVERED WALKWAYS 600
 CLASSROOMS 0

181	59	493	25	184	173	45	23	125	76	92	16,412	1,024	1,816
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Bldg. 003	East Wing				1974	36964
C-1	E-39	E-39	Classroom	<input checked="" type="checkbox"/>	937	
C-2	E-38	E-38	Classroom	<input checked="" type="checkbox"/>	910	
C-3	E-37	E-37	Classroom	<input checked="" type="checkbox"/>	909	
C-4	E-13	E-13	Auto Shop	<input type="checkbox"/>	2101	
C-4A			Office	<input type="checkbox"/>	118	
C-5	E-36	E-36	Lab	<input type="checkbox"/>	1693	
C-6	E-35	E-35	Classroom	<input checked="" type="checkbox"/>	907	
C-7	E-34	E-34	Lab	<input type="checkbox"/>	1366	
C-8	E-33	E-33	Lab	<input type="checkbox"/>	1855	
C-9	E-40	E-40	Classroom	<input checked="" type="checkbox"/>	905	
C-10	E-12	E-12	Classroom	<input checked="" type="checkbox"/>	882	
C-11	E-11	E-11	Classroom	<input checked="" type="checkbox"/>	876	
C-13			Storage	<input type="checkbox"/>	169	
			Mens	<input type="checkbox"/>	171	
			Womens	<input type="checkbox"/>	149	
			Custodian	<input type="checkbox"/>	66	
C-14	E-17	E-17	Classroom	<input checked="" type="checkbox"/>	880	

937	910	909	2101	118	1693	907	1366	1855	905	882	876	169	171	149	66	880
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School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00	166084	
0	0.33		0
0	0		0

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/ Modernized	DSA #
C-15	E-18	E-18	Lab	<input type="checkbox"/>	1325		
C-16	E-10A	E-10A	Office	<input type="checkbox"/>	105		
C-17	E-10B	E-10B	Office	<input type="checkbox"/>	198		
C-18	E-8	E-8	Classroom	<input checked="" type="checkbox"/>	875		
C-19	E-16	E-16	Computer Lab	<input type="checkbox"/>	781		
C-20	E-20	E-20	Office	<input type="checkbox"/>	182		
C-21	E-15	E-15	Classroom	<input checked="" type="checkbox"/>	1307		
C-21A			Storage	<input type="checkbox"/>	446		
			Dark Room	<input type="checkbox"/>	56		
C-22	E-21	E-21	Classroom	<input checked="" type="checkbox"/>	879		
C-23	E-9	E-9	Computer Lab	<input type="checkbox"/>	1176		
C-24	E-6	E-6	Computer Lab	<input type="checkbox"/>	789		
C-25	E-19	E-19	Classroom	<input checked="" type="checkbox"/>	866		
C-26	E-32	E-32	Classroom	<input checked="" type="checkbox"/>	1212		
C-27			Dark Room	<input type="checkbox"/>	299		
C-28	E-7	E-7	Classroom	<input checked="" type="checkbox"/>	879		
C-29	E-14	E-14	Classroom	<input checked="" type="checkbox"/>	879		
C-30	E-22	E-22	Classroom	<input checked="" type="checkbox"/>	879		
C-31	E-23	E-23	Classroom	<input checked="" type="checkbox"/>	896		
C-31A	E-42	E-42	Office	<input type="checkbox"/>	459		
C-32			Storage	<input type="checkbox"/>	87		
			IDF	<input type="checkbox"/>	52		
C-33	E-7	E-7	Classroom	<input checked="" type="checkbox"/>	887		
C-35	E-24A	E-24A	Office	<input type="checkbox"/>	435		
C-36	E-24B	E-24B	Office	<input type="checkbox"/>	435		
C-38	E-25	E-25	Classroom	<input checked="" type="checkbox"/>	879		
C-39	E-31	E-31	Ceramic Lab	<input type="checkbox"/>	1521		
	E-41	E-41	Kiln Room	<input type="checkbox"/>	135		
C-40	E-43	E-43	Classroom	<input checked="" type="checkbox"/>	898		
C-41A	E-5	E-5	Office	<input type="checkbox"/>	431		
C-41B	E-4	E-4	Office	<input type="checkbox"/>	431		
			Custodian	<input type="checkbox"/>	25		
C-42	E-2	E-2	Prncipal	<input type="checkbox"/>	294		
C-43	E-1	E-1	Reception	<input type="checkbox"/>	305		
C-44A	E-26A	E-26A	Office	<input type="checkbox"/>	204		
C-44B	E-26B	E-26B	Office	<input type="checkbox"/>	313		
			Office	<input type="checkbox"/>	32		
			Custodian	<input type="checkbox"/>	93		
C-45			Storage	<input type="checkbox"/>	190		
C-46			Storage	<input type="checkbox"/>	154		
C-47	E-44	E-44	Classroom	<input checked="" type="checkbox"/>	908		
C-48	E-3	E-3	Classroom	<input checked="" type="checkbox"/>	879		
C-103			Womens	<input type="checkbox"/>	147		
			Women	<input type="checkbox"/>	31		
C-104			Mens	<input type="checkbox"/>	147		
			Men	<input type="checkbox"/>	31		
C-49			Event Center	<input type="checkbox"/>	6782		
C-105			Womens	<input type="checkbox"/>	147		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		1325		
		105		
		198		
		875		
		781		
		182		
		1307		
		446		
		56		
		879		
		1176		
		789		
		866		
		1212		
		299		
		879		
		879		
		879		
		896		
		459		
		87		
		52		
		887		
		435		
		435		
		879		
		1521		
		135		
		898		
		431		
		431		
		25		
		294		
		305		
		204		
		313		
		32		
		93		
		190		
		154		
		908		
		879		
		147		
		31		
		147		
		31		
		6782		
		147		

School Name: Sacramento High School
 School Code: 550
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 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00		166084
0	0.33		0
0	0		0

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
			Women	<input type="checkbox"/>	31		
C-106			Mens	<input type="checkbox"/>	146		
			Men	<input type="checkbox"/>	31		
C-50	E-27	E-27	Art Classroom	<input checked="" type="checkbox"/>	877		
C-51	E-30	E-30	Art Classroom	<input checked="" type="checkbox"/>	906		
C-52	E-28	E-28	Art Classroom	<input checked="" type="checkbox"/>	908		
C-53	E-29	E-29	Art Classroom	<input checked="" type="checkbox"/>	938		
C-55			Corridor	<input type="checkbox"/>	532		
C-56A			Corridor	<input type="checkbox"/>	1209		
C-56B			Corridor	<input type="checkbox"/>	1353		
C-56C			Corridor	<input type="checkbox"/>	1109		
C-57			Corridor	<input type="checkbox"/>	531		
C-58			Corridor	<input type="checkbox"/>	1075		
C-59			Corridor	<input type="checkbox"/>	532		

Comments

District Use	Charter Use	Capital Improvement	Shared Use
	31		
	146		
	31		
	877		
	906		
	908		
	938		
	532		
	1209		
	1353		
	1109		
	531		
	1075		
	532		
	1,980		

BUILDING AREA TOTAL	56,433
COVERED WALKWAYS	1,980
CLASSROOMS	26

Bldg. 004	Auditorium			1937	2772
1st Floor					
			Corridors	<input type="checkbox"/>	2,258
			Foyer	<input type="checkbox"/>	260
			Stairs	<input type="checkbox"/>	433
			Stage	<input type="checkbox"/>	4,248
			Assembly	<input type="checkbox"/>	6,390
			Storage	<input type="checkbox"/>	3,177
			Toilets	<input type="checkbox"/>	573
			Practice Room	<input type="checkbox"/>	613
	Aud 303	Aud 303	Classroom	<input checked="" type="checkbox"/>	1,044
	Aud 301	Aud 301	Classrooms	<input checked="" type="checkbox"/>	1,044
Subtotal 1st Floor					20,040
Mezzanine Level					
			Corridors	<input type="checkbox"/>	165
			Stairs	<input type="checkbox"/>	156
			Toilets	<input type="checkbox"/>	330
			Storage	<input type="checkbox"/>	165
Subtotal Mezzanine Level					816
2nd Floor					
			Stairs	<input type="checkbox"/>	366
			Foyer	<input type="checkbox"/>	230
			Storage	<input type="checkbox"/>	500
	Aud 302	Aud 302	Classroom	<input checked="" type="checkbox"/>	1,925

2,258
260
433
4,248
6,390
3,177
573
613
1,044
1,044
165
156
330
165
366
230
500
1,925

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00		166084
0	0.33		0
0	0		0

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
			Assembly	<input type="checkbox"/>	4,779		
Subtotal 2nd Floor					7,800		

BUILDING AREA TOTAL	28,656
COVERED WALKWAYS	188
CLASSROOMS	3

Comments	District Use	Charter Use	Capital Improvement	Shared Use
	4,779			

Bldg. 005	Dance Annex				1937	2772
	DA 3	DA 3	Classroom	<input checked="" type="checkbox"/>	1,140	
	DA 2	DA 2	Classroom	<input checked="" type="checkbox"/>	945	
	DA 1	DA 1	Classroom	<input checked="" type="checkbox"/>	3,182	
			Storage	<input type="checkbox"/>	394	
			Costumes	<input type="checkbox"/>	225	
			Corridor	<input type="checkbox"/>	324	

BUILDING AREA TOTAL	6,210
COVERED WALKWAYS	948
CLASSROOMS	3

1,140
945
3,182
394
225
324

Bldg. 006	Pavilion Gym				1937	2772
1st Floor						
H602			Corridor	<input type="checkbox"/>	1,762	
V009			Medical Exam	<input type="checkbox"/>	587	
H601			Corridor	<input type="checkbox"/>	1,186	
C005			Instructor	<input type="checkbox"/>	156	
SFTB			Drying	<input type="checkbox"/>	516	
R601			Team Lockers	<input type="checkbox"/>	4,117	
SX61			Storage	<input type="checkbox"/>	223	
SX63			Instructor	<input type="checkbox"/>	160	
SX62			Equipment	<input type="checkbox"/>	436	
SH61			Storage	<input type="checkbox"/>	176	
SNW6			Storage	<input type="checkbox"/>	136	
			Office	<input type="checkbox"/>	111	
O002			Office	<input type="checkbox"/>	356	
SC04			Storage	<input type="checkbox"/>	111	
C004			Instructor	<input type="checkbox"/>	140	
R602			Team Lockers	<input type="checkbox"/>	3,559	
TR65			Showers	<input type="checkbox"/>	1,067	
B600			Pump Room	<input type="checkbox"/>	387	
ZC60			Wash Room	<input type="checkbox"/>	237	
TR6T			Toilet	<input type="checkbox"/>	302	
SR61			Storage	<input type="checkbox"/>	166	
C006			Instructor	<input type="checkbox"/>	139	

1,762
587
1,186
156
516
4,117
223
160
436
176
136
111
356
111
140
3,559
1,067
387
237
302
166
139

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00	166084	
0	0.33		0
0	0		0

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
SC06			Drying	<input type="checkbox"/>	343		
SME6			Storage	<input type="checkbox"/>	131		
C007			Instructor	<input type="checkbox"/>	167		
C008			Instructor	<input type="checkbox"/>	130		
F600			Lobby	<input type="checkbox"/>	2,631		
SSEO			Storage	<input type="checkbox"/>	536		
V601			Football Stor.	<input type="checkbox"/>	1,055		
V602			Classroom	<input checked="" type="checkbox"/>	1,079		
H600			Corridor	<input type="checkbox"/>	1,949		
HTW6			Vestibule	<input type="checkbox"/>	37		
J600			Custodian	<input type="checkbox"/>	78		
SH6X			Storage	<input type="checkbox"/>	41		
SW60			Storage	<input type="checkbox"/>	107		
TW60			Toilet (Men)	<input type="checkbox"/>	247		
ZBX1			Tickets	<input type="checkbox"/>	88		
CR0P			Storage	<input type="checkbox"/>	445		
			Refreshments	<input type="checkbox"/>	231		
SS86			Storage	<input type="checkbox"/>	179		
R010			Dressing Rm	<input type="checkbox"/>	325		
R011			Lockers	<input type="checkbox"/>	622		
C0F7			Gym	<input type="checkbox"/>	12,648		
T10S			Shower	<input type="checkbox"/>	75		
T11S			Shower	<input type="checkbox"/>	112		
SH60			Lounge	<input type="checkbox"/>	117		
SE60			Storage	<input type="checkbox"/>	80		
T10T			Toilet	<input type="checkbox"/>	58		
T11T			Toilet	<input type="checkbox"/>	87		
ZBX2			Tickets	<input type="checkbox"/>	83		
TW60			Toilet (Women)	<input type="checkbox"/>	247		
			Unspecified	<input type="checkbox"/>	778		
Subtotal 1st Floor					40,736		
2nd Floor							
M600			Mechanical	<input type="checkbox"/>	1,804		
S261			Storage	<input type="checkbox"/>	172		
ZG60			Broad. Booth	<input type="checkbox"/>	101		
HTMF			Vestibule	<input type="checkbox"/>	70		
TMF2			Toilet (Men)	<input type="checkbox"/>	230		
HTWF			Lounge	<input type="checkbox"/>	99		
TWF2			Toilet (Women)	<input type="checkbox"/>	204		
Subtotal 2nd Floor					2,680		

Comments

District Use	Charter Use	Capital Improvement	Shared Use
343			
131			
167			
130			
2,631			
536			
1,055			
1,079			
1,949			
37			
78			
41			
107			
247			
88			
445			
231			
179			
325			
622			
12,648			
75			
112			
117			
80			
58			
87			
83			
247			
778			
Subtotal 1st Floor			
2nd Floor			
1,804			
172			
101			
70			
230			
99			
204			
Subtotal 2nd Floor			
BUILDING AREA TOTAL			
43,416			
COVERED WALKWAYS			
1,256			
Subtotal			
1,256			

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00		0
166,084	1.00	166084	
0	0.33		0
0	0		0

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
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Comments

District Use	Charter Use	Capital Improvement	Shared Use
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CLASSROOMS 1

Bldg. 007	Fieldhouse Gym			1974	36964
		Equipment	<input type="checkbox"/>	138	
H710		Vestibule	<input type="checkbox"/>	212	
H708		Vestibule	<input type="checkbox"/>	212	
O709		Exercise	<input type="checkbox"/>	858	
		Storage	<input type="checkbox"/>	115	
S711		Storage	<input type="checkbox"/>	211	
		Storage	<input type="checkbox"/>	119	
C700		Student Store	<input type="checkbox"/>	518	
		Storage	<input type="checkbox"/>	292	
V700		Dance	<input type="checkbox"/>	3,826	
		Vestibule	<input type="checkbox"/>	88	
V701		Gymnastics	<input type="checkbox"/>	3,343	
		Classroom	<input checked="" type="checkbox"/>	2,072	
		Vestibule	<input type="checkbox"/>	49	
		Coaches	<input type="checkbox"/>	347	
H700		Corridor	<input type="checkbox"/>	648	
C705		Office	<input type="checkbox"/>	432	
T708		Lockers	<input type="checkbox"/>	179	
S700		Storage	<input type="checkbox"/>	95	
B700		Boiler	<input type="checkbox"/>	568	
S707		Showers	<input type="checkbox"/>	794	
		Toilet	<input type="checkbox"/>	260	
S701		Storage	<input type="checkbox"/>	187	
		Corridor	<input type="checkbox"/>	1,933	
J703		Custodian	<input type="checkbox"/>	73	
G700		Gymnasium	<input type="checkbox"/>	7,651	
		Unaccounted	<input type="checkbox"/>	230	

138
212
212
858
115
211
119
518
292
3,826
88
3,343
2,072
49
347
648
432
179
95
568
794
260
187
1,933
73
7,651
230

BUILDING AREA TOTAL 25,450
 COVERED WALKWAYS 0
 CLASSROOMS 1

Bldg. 008	Pool Building			1967	29154
		Locker Rooms	<input type="checkbox"/>	1,748	
		Toilets	<input type="checkbox"/>	520	
		Showers	<input type="checkbox"/>	923	
		Office	<input type="checkbox"/>	871	
		Lobby	<input type="checkbox"/>	372	
		Storage	<input type="checkbox"/>	671	
		Mechanical	<input type="checkbox"/>	300	

1,748
520
923
871
372
671
300

BUILDING AREA TOTAL 5,404
 COVERED WALKWAYS 779
 CLASSROOMS 0

779

School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			166,084.00
Sq Footage Rate			
106,124	0.00	0	
166,084	1.00	166084	
0	0.33	0	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
Total Charter Space at Reduced Facility Use Fee							0
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)							
Total Exclusive Charter Space							166,084
Total Exclusive District Space							106,124
Total Shared Space							0
Ratio of Charter to District Space (Total Charter / Total Site Area)							38.99%
Share Space Allocated to Charter (Ratio * Total Shared)							0
Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared)							166,084
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)							61.01%

<u>Comments</u>	<u>District Use</u>	<u>Charter Use</u>	<u>Capital Improvement</u>	<u>Shared Use</u>
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EXHIBIT 1B



- SCUSD Use Only
- Charter Use
- Capitol Improvement
- Shared Use

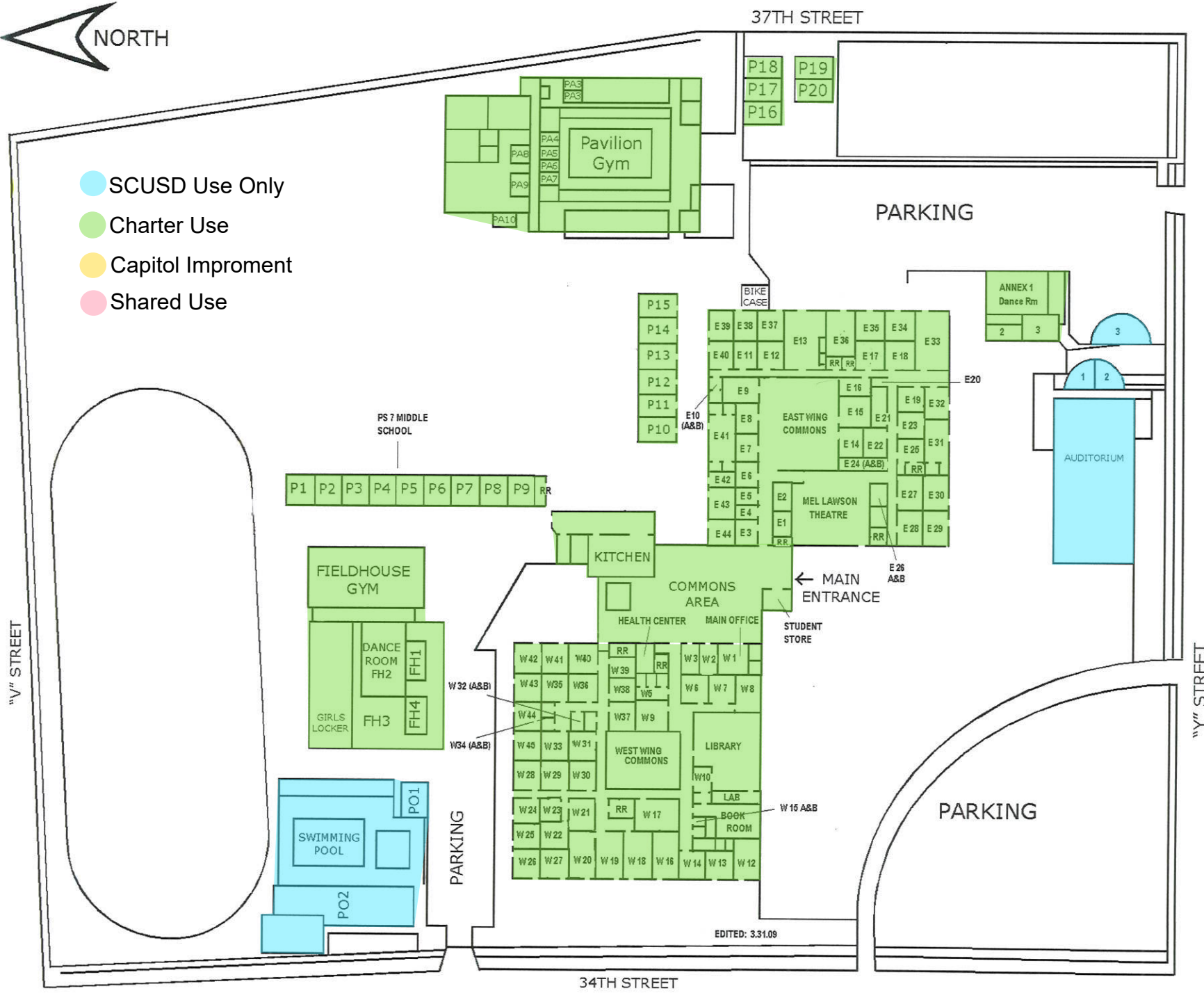


EXHIBIT 2

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
St. Hope Public School, Sacramento Charter High School & PS7 Middle School, 34th Street Site; School Year: 2024-2025					
Footage Fee Calculation (from FUA):	166,084.00	% Utilities	61.01%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenance Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$158,195.01	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$158,195.01	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

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

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Introduction

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

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

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

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

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

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

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

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

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

Maintenance Needs After School Hours

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

Security Needs

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

Audits and Inspections

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

Maintenance

Routine and Preventative Maintenance

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

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

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

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

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

Deferred Maintenance

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

Work Orders

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

Emergency Work Orders

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

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

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

Pest Control

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

Minor Alterations/Special Project Requests (SPRs)

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

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

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

Network Infrastructure

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

Security Cameras

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

Key Assignments and Control

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

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

HVAC Controls

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

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

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

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

Furnishings and Equipment

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

Operations (Custodial)

Custodial Support

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

Site Standards

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

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

External Site Inspections

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

Custodial Supplies

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

Trash Service

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

Security

District Security Support

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

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

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

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

Fire Inspections, False Alarms, and Fire Watch

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

The Charter shall be responsible for all false fire alarms.

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

Utilities

Utilities Payments

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

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

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

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

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

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

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

Civic Permit Custodial Coverage

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

Charter Events Calendaring

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

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

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

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

Capital Improvements

Special Project Requests versus Capital Projects

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

District Approval of Capital Improvement Requests

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

District Construction Standards and Specifications

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

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

Costs of Capital Projects

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

Legal Requirements of the Capital Project

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

Project Closeout

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

Abandoned Charter Facility Improvements or Equipment

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

Summary of Charges

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

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024





**FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39
Sacramento City Unified School District / Yav Pem Suab Academy**

THIS FACILITIES USE AGREEMENT (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Urban Charter Schools Collective a California nonprofit corporation operating the Yav Pem Suab Academy. Urban Charter Schools Collective and Yav Pem Suab Academy are collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 7555 S. Land Park Drive, Sacramento, CA, 95831 which is more commonly known as the Lisbon Campus (the “Site”).

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

WHEREAS, the Charter School serves students enrolled in Transitional Kindergarten through 6th grade, and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2027-2028 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

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

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

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2028 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the share use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.
 - ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. As indicated in Exhibit 1, the district reserves sole use of room 14.
 - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
 - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. FACILITIES USE FEE.

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

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

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

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

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

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

4. **USE.**

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

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

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

- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

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

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

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

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY

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

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.

- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

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

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

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

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

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

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

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

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

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

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

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

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

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

12. **INDEMNITY.**

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

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

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

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

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

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

- iv. Revocation of the Charter School’s charter by the District’s Board of Education or cessation of the Charter School’s program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District’s Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School’s charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School’s right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School’s right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School’s default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of Urban Charter Schools Collective and Yav Pem Suab Academy.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Yav Pem Suab Academy to a particular course of action or prohibit/restrict Yav Pem Suab Academy from a particular course of action, Urban Charter Schools Collective shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly

facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

<p>DISTRICT: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu</p>	<p>CHARTER SCHOOL: Yav Pem Suab Academy 7555 S. Land Park Drive Sacramento, CA, 95831 Attention: Lee Yang, Superintendent Email: lee-yang@urbancsc.org</p>
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Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

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

Signatures on Following Page

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

DISTRICT:

CHARTER SCHOOL:

Superintendent

Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-24

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (not applicable)

Exhibit 1A

School Name: Lisbon Elementary School
 School Code: 284
 Site Area: 6.37Acres
 Year Built: 1988
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION				46,615.00
Sq Footage	Rate			
1,920	0.00	0		
46,615	1.00	46615		
0	0.33	0		
0	0	0		

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS							
Bldg. 001						1988	49739
Y001		1	Classroom	<input checked="" type="checkbox"/>	848		
Y002		2	Classroom	<input checked="" type="checkbox"/>	848		
S004			Storage	<input type="checkbox"/>	115		
T001			Toilet	<input type="checkbox"/>	44		
T002			Toilet	<input type="checkbox"/>	44		
K001			Work Area	<input type="checkbox"/>	164		
T003			Toilet	<input type="checkbox"/>	13		
T004			Toilet	<input type="checkbox"/>	13		
S003			Storage	<input type="checkbox"/>	106		
I001			Staff Lounge	<input type="checkbox"/>	516		
S002			Storage	<input type="checkbox"/>	82		
S001			Computer Rm.	<input type="checkbox"/>	224		
X001			Library	<input type="checkbox"/>	1,213		
			Unspecified	<input type="checkbox"/>	165		
BUILDING AREA TOTAL					4,395		
COVERED CORRIDORS & WALKWAYS					1,089		
CLASSROOMS					2		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		848		
		848		
		115		
		44		
		44		
		164		
		13		
		13		
		106		
		516		
		82		
		224		
		1,213		
		165		
		1,089		

Bldg. 002						1988	49739
K001			Kitchen	<input type="checkbox"/>	548		
S002			Pantry	<input type="checkbox"/>	126		
S003			Storage	<input type="checkbox"/>	569		
			Refrig. Room	<input type="checkbox"/>	50		
M002			Mechanical	<input type="checkbox"/>	12		
U001			Multi-Use	<input type="checkbox"/>	3,530		
ZS00			Platform	<input type="checkbox"/>	673		
			Stairway	<input type="checkbox"/>	58		
			Stairway	<input type="checkbox"/>	24		
			Unspecified	<input type="checkbox"/>	3,205		
BUILDING AREA TOTAL					8,795		
COVERED CORRIDORS & WALKWAYS					3,616		
CLASSROOMS					0		

		548		
		126		
		569		
		50		
		12		
		3,530		
		673		
		58		
		24		
		3,205		
		3,616		

Bldg. 003						1988	49739
S001			Storage	<input type="checkbox"/>	300		
T001			Toilet (Girls)	<input type="checkbox"/>	460		
T002			Toilet (Boys)	<input type="checkbox"/>	460		
T003			Toilet (Men)	<input type="checkbox"/>	45		
J001			Custodian	<input type="checkbox"/>	25		

		300		
		460		
		460		
		45		
		25		

School Name: Lisbon Elementary School
 School Code: 284
 Site Area: 6.37Acres
 Year Built: 1988
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			46,615.00
Sq Footage	Rate		
1,920	0.00	0	
46,615	1.00	46615	
0	0.33	0	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
			Chase	<input type="checkbox"/>	36		
T004			Toilet (Women)	<input type="checkbox"/>	45		
			Unspecified	<input type="checkbox"/>	129		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		36		
		45		
		129		

BUILDING AREA TOTAL	1,500
COVERED CORRIDORS & WALKWAYS	3,220
CLASSROOMS	0
Permanent Building Area	14,690
Covered Walkways	7,925
Permanent Classrooms	2

PORTABLE BUILDINGS

P01						1988	49739
12	12	Classroom	<input checked="" type="checkbox"/>	960			
13	13	Classroom	<input checked="" type="checkbox"/>	960			
14	14	Classroom	<input checked="" type="checkbox"/>	1,920			

		960		
		960		
	1920			

BUILDING AREA TOTAL	3,840
COVERED WALKWAYS	0
CLASSROOMS	3

P02						1988	49739
16	16	Classroom	<input checked="" type="checkbox"/>	960			
17	17	Classroom	<input checked="" type="checkbox"/>	960			
18	18	Classroom	<input checked="" type="checkbox"/>	960			
19	19	Classroom	<input checked="" type="checkbox"/>	960			

		960		
		960		
		960		
		960		

BUILDING AREA TOTAL	3,840
COVERED CORRIDORS & WALKWAYS	0
CLASSROOMS	4

P03						1988	49739
20	20	Classroom	<input checked="" type="checkbox"/>	960			
21	21	Classroom	<input checked="" type="checkbox"/>	960			
22	22	Classroom	<input checked="" type="checkbox"/>	960			
23	23	Classroom	<input checked="" type="checkbox"/>	960			

		960		
		960		
		960		
		960		

BUILDING AREA TOTAL	3,840
COVERED CORRIDORS & WALKWAYS	0
CLASSROOMS	4

P04						1988	49739
24	24	Classroom	<input checked="" type="checkbox"/>	960			
25	25	Classroom	<input checked="" type="checkbox"/>	960			

		960		
		960		

School Name: Lisbon Elementary School
 School Code: 284
 Site Area: 6.37Acres
 Year Built: 1988
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION				46,615.00
Sq Footage	Rate			
1,920	0.00	0		
46,615	1.00	46615		
0	0.33	0		
0	0	0		

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
26		26	Classroom	☑	960		
27		27	Classroom	☑	960		

BUILDING AREA TOTAL 3,840
 COVERED WALKWAYS 0
 CLASSROOMS 4

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		960		
		960		

P05							1988	49739
4		4	Classroom	☑	960			
5		5	Classroom	☑	960			

BUILDING AREA TOTAL 1,920
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 2

960
960

P06							1988	49739
6		6	Classroom	☑	960			
7		7	Classroom	☑	960			

BUILDING AREA TOTAL 1,920
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 2

960
960

P07							1988	49739
8		8	Classroom	☑	960			
10		10	Classroom	☑	960			

BUILDING AREA TOTAL 1,920
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 2

960
960

P08							1988	49739
9		9	Classroom	☑	960			
11		11	Classroom	☑	960			

BUILDING AREA TOTAL 1,920
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 2

960
960

P09							1997	67170
28		28	Classroom	☑	640			
29		29	Classroom	☑	640			
30		30	Classroom	☑	640			

BUILDING AREA TOTAL 1,920
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 3

640
640
640

School Name: Lisbon Elementary School
 School Code: 284
 Site Area: 6.37Acres
 Year Built: 1988
 A.P.N. 031-0020-073, 031-0620-011 & 031-0700-053
 Address: 7555 South Land Park Dr., Sacramento, CA 95831

UTILITY %: 95.7%

TOTAL SQUARE FOOTAGE for FEE CALCULATION			46,615.00
Sq Footage	Rate		
1,920	0.00	0	
46,615	1.00	46615	
0	0.33	0	
0	0	0	

Key

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

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
P10						2000	02-102084
31		31	Classroom	<input checked="" type="checkbox"/>	960		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		960		

BUILDING AREA TOTAL 960
 COVERED CORRIDORS & WALKWAYS 0
 CLASSROOMS 1

TOTAL	1,920	46,615	0	0
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Summary	
Portable Building Area	25,920
Portable Covered Corridors and Walkways	0
Portable Classrooms	27
Permanent Building Areas	14,690
Covered Walkways	7,925
Permanent Classrooms	29
Total Site Area	40,610
Total Covered Walkways	7,925
Grand Total	48,535
Total Charter Space at Full Facility Fee	46,615
Total Charter Space at Reduced Facility Fee	NA
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)	NA
Total Exclusive Charter Space	46,456
Total Exclusive District Space	1,920
Total Shared Space	0
Ratio of Charter to District Space (Total Charter / Total Site Area)	3.97%
Share Space Allocated to Charter (Ratio * Total Shared)	0.00
Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared	46,456
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)	95.72%

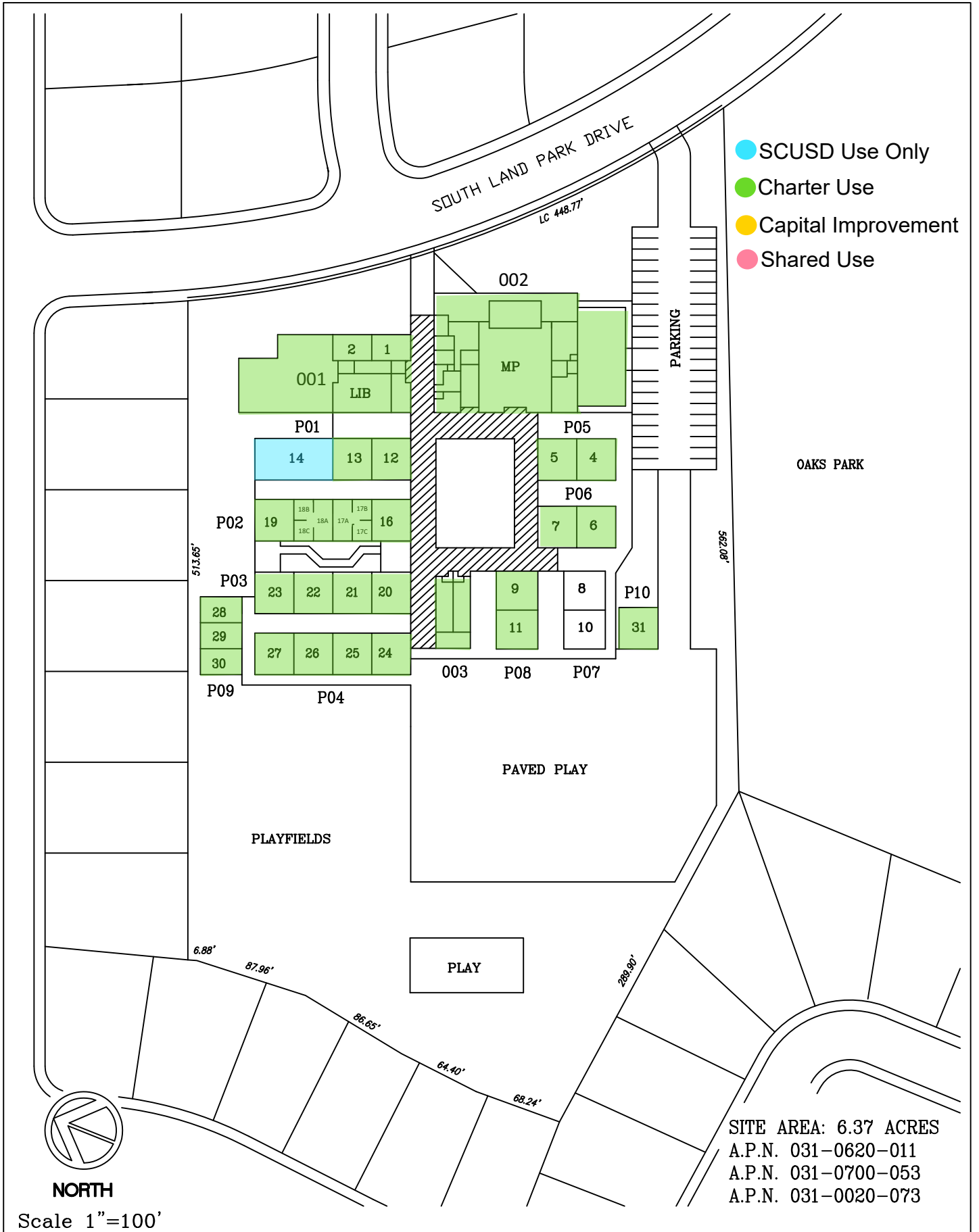


EXHIBIT 2

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
<i>Yav Pem Suab Academy; School Year: 2024-2025</i>					
Footage Fee Calculation (from FUA):	46,615	% Utilities	95.70%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$44,400.79	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$44,400.79	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

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

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Introduction

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

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

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

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

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

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

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

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

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

Maintenance Needs After School Hours

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

Security Needs

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

Audits and Inspections

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

Maintenance

Routine and Preventative Maintenance

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

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

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

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

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

Deferred Maintenance

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

Work Orders

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

Emergency Work Orders

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

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

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

Pest Control

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

Minor Alterations/Special Project Requests (SPRs)

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

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

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

Network Infrastructure

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

Security Cameras

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

Key Assignments and Control

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

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

HVAC Controls

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

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

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

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

Furnishings and Equipment

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

Operations (Custodial)

Custodial Support

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

Site Standards

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

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

External Site Inspections

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

Custodial Supplies

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

Trash Service

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

Security

District Security Support

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

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

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

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

Fire Inspections, False Alarms, and Fire Watch

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

The Charter shall be responsible for all false fire alarms.

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

Utilities

Utilities Payments

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

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

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

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

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

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

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

Civic Permit Custodial Coverage

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

Charter Events Calendaring

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

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

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

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

Capital Improvements

Special Project Requests versus Capital Projects

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

District Approval of Capital Improvement Requests

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

District Construction Standards and Specifications

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

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

Costs of Capital Projects

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

Legal Requirements of the Capital Project

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

Project Closeout

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

Abandoned Charter Facility Improvements or Equipment

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

Summary of Charges

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

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

Meeting Date: May 16, 2024

Subject: **Approve Resolution No. 3413: Resolution of Intention to Convey Public Utilities Easement Entitlement to California-American Water at Nicholas Elementary School**

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

Division: Facilities Support Services

Recommendation: Approve Resolution No. 3413, which provides notice of a Public Hearing and the adoption of the California-American Water Easement Entitlements Resolution at its regularly scheduled Board Meeting on Thursday, June 6, at 6:30 PM.

Background/Rationale: The District is rebuilding Nicholas Elementary School and will need numerous Easements for outside entities and California-American Water has jurisdiction over the water distribution facilities that serve the Nicholas Elementary site. California-American Water requires a utility easement to provide necessary water services to the site.

Pursuant to Education Code 17557, the District must adopt a Resolution of Intention to dedicate or convey any District property prior to the adoption of a Resolution which dedicates or conveys property and provide notice to a Public Hearing.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public places within the District not less than 10 days before the date of the meeting and publish the notice in a newspaper of general circulation not less than 5 days before the date it plans to provide a Public Hearing and adopt the Resolution.

Financial Considerations: N/A

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution No. 3413 Resolution of Intention to Convey Public Utilities Easement to California – American Water at Nicholas Elementary School
2. Attachment A outlining location of proposed easement

Estimated Time of Presentation: NA

Submitted by: Ben Wangberg, Facilities Planning Manager
Nathaniel Browning, Capitol Project and Resource Management

Approved by: Chris Ralston, Assistant Superintendent, Facilities Support Services
Janea Marking, Chief Business and Operations Officer
Lisa Allen, Superintendent

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

RESOLUTION NO. 3413

**RESOLUTION OF INTENTION TO CONVEY PUBLIC UTILITIES EASEMENT TO
CALIFORNIA-AMERICAN WATER AT NICHOLAS ELEMENTARY SCHOOL**

WHEREAS, the Sacramento City Unified School District (“District”) owns the property at Nicholas Elementary School located at 6601 Steiner Drive, in the County of Sacramento;

WHEREAS, District’s request for California-American Water Service at Nicholas School requires installation in accordance with California-American Water’s rules and regulations;

WHEREAS, California-American Water is seeking to acquire a permanent easement (“Permanent Easement”) for the Utility Access, which will consist of the installation of two (2) utility access facilities near the Western property line and along Steiner Drive, one approximately 29 feet north of the southwest corner of the lot and the other approximately 70 feet south of the Northwest corner of the lot;

WHEREAS, CALIFORNIA-AMERICAN WATER’s design team has drafted an Easement Right of Way;

WHEREAS, pursuant to the Education Code § 17537, the District must adopt this Resolution of Intention, by a two-thirds vote, and establish a time at a subsequent Board meeting to hold a public hearing in order to consider adoption of a resolution, by the same vote, for the actual approval of the easement entitlements (the “*Easement Entitlements Resolution*”);

WHEREAS, utilities are necessary for the provision of adequate school housing;

WHEREAS, the Utility Easement totals 678 square feet and is located at two locations along the western property edge, immediately adjacent to Steiner Drive (and the public sidewalk), and the easements are roughly rectangular in shape and consists of a 205 square foot space and 473 square foot space and include necessary utility facilities and infrastructure required by California-American Water;

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

1. Adopts the foregoing recitals as true and correct.
2. Pursuant to Education Code 17557, hereby determines that the Board will hold a public hearing and consider the adoption of the California-American Water Grant Easement Resolution at its regularly scheduled Board meeting on Thursday June 6, at 6:30 p.m., or as soon thereafter as the matter may be heard on the agenda.
3. Authorizes the Superintendent, or their designee, to provide notice of the Board meeting set forth above as required by law.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of May 2024, by the following vote:

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

ATTESTED TO:

Lavina Phillips
President of the Board of Education

Lisa Allen
Superintendent

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

California American Water
Attention: Spencer Phillips
4701 Beloit Drive
Sacramento, CA 95838

Additional copy to:
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

APN: 039-0133-011

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEED OF EASEMENT AND RIGHT OF WAY

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0.00

(R&T Code 11911- Value or Consideration Does Not Exceed \$100.00)

County of Sacramento unincorporated area City of _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

THIS AGREEMENT, made this ____ day of _____, 20__, by and between Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as the "Grantor", and California-American Water Company, a corporation organized and existing under the laws of the State of California, having an office for the transaction of business at 655 W. Broadway, San Diego, California 92101, hereinafter referred as the "Grantee".

WITNESSETH:

The Grantor, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successors and assigns, forever, a perpetual easement and a free uninterrupted and unobstructed right of way in, over, under, along, across, and over the property of the Grantor situated in the County of Sacramento, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made apart hereof, for the purpose of general utility purposes, including but not limited to, constructing, reconstructing, installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, relocating, altering and adding to, from time to time, pipe or pipes, with necessary incidents, fittings, appurtenances, and attached facilities, including laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and appurtenances; (ii) remove trees, bushes, undergrowth, roots, vegetative material and other obstructions

(collectively, "Obstructions") interfering with the activities authorized herein, provided that the foregoing is a right and not a duty, and said right shall not relieve Grantor of the duty as owner to trim or remove Obstructions to prevent danger or hazard to property or persons; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, the Grantor agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipes shall be laid below the water mains. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities. In addition, Grantor must comply with DigAlert notification requirements pursuant to Government Code Sections 4216 to 4216.9.

TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

The Grantee agrees, by acceptance of this Easement and Right of Way Agreement that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the Grantee shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

GRANTOR(s)

By: _____

Title: _____

(use black ink only)

ACCEPTED BY:

GRANTEE

California-American Water Company

By: _____

Title: _____

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____.

(SEAL)

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____.

(SEAL)

EXHIBIT A
WATER EASEMENT

Portions of Lot A as shown on the "Plat of Fruitridge Vista Unit No. 14" filed in the office of the Sacramento County Recorder in Book 44 of Maps at Page 16, being a portion of Section 33, Township 8 North, Range 5 East, M.D.M., in unincorporated area of Sacramento County, State of California, more particularly described as follows:

A 15.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the Southwest line of said Lot A, from which the South corner of said Lot A bears South 43°26'50" East 28.76 feet; Thence, from said Point of Beginning, North 46°38'23" East 13.64 feet.

The sidelines to be lengthened or shortened to terminate at the Southwest line of said Lot A.

Together With a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the Southwest line of said Lot A, from which the Northwest corner of said Lot A bears along a 681.80 foot radius curve to the right, through a central angle of 5°52'04" a distance of 69.82 feet, said curve being subtended by a chord bearing of North 16°08'40" West 69.79 feet; Thence, from said Point of Beginning, North 70°40'28" East 23.66 feet.

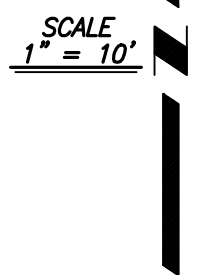
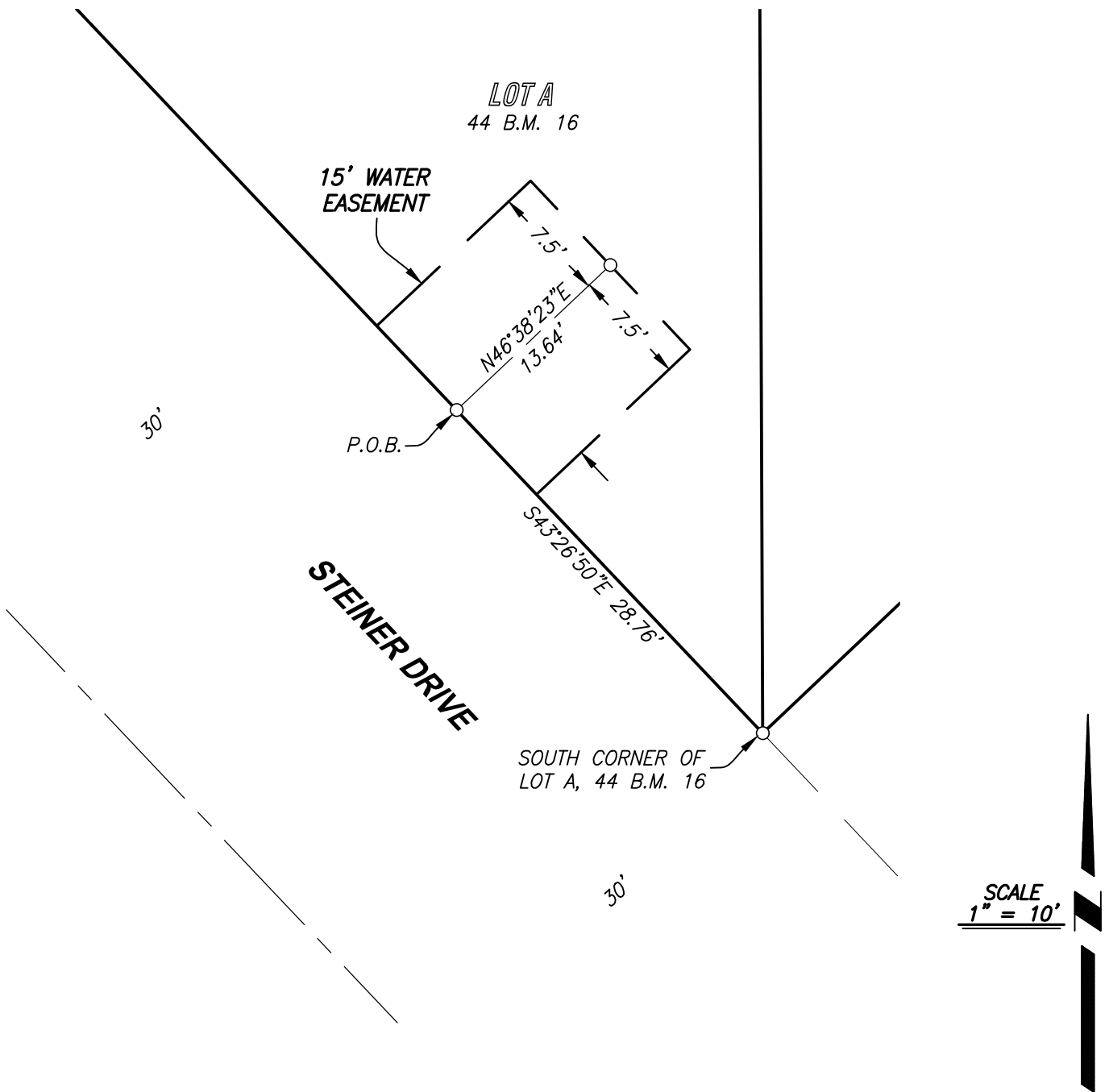
The sidelines to be lengthened or shortened to terminate at the Southwest line of said Lot A.



Braden Barnum

2-27-2024

EXHIBIT "B"



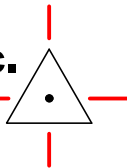
**WATER EASEMENT
 PORTIONS OF LOT A, 44 P.M. 16
 SECTION 33, T.8N., R.5E., M.D.M.
 COUNTY OF SACRAMENTO, CALIFORNIA**



CenterPoint Engineering, Inc.

Land Surveying & Construction Staking

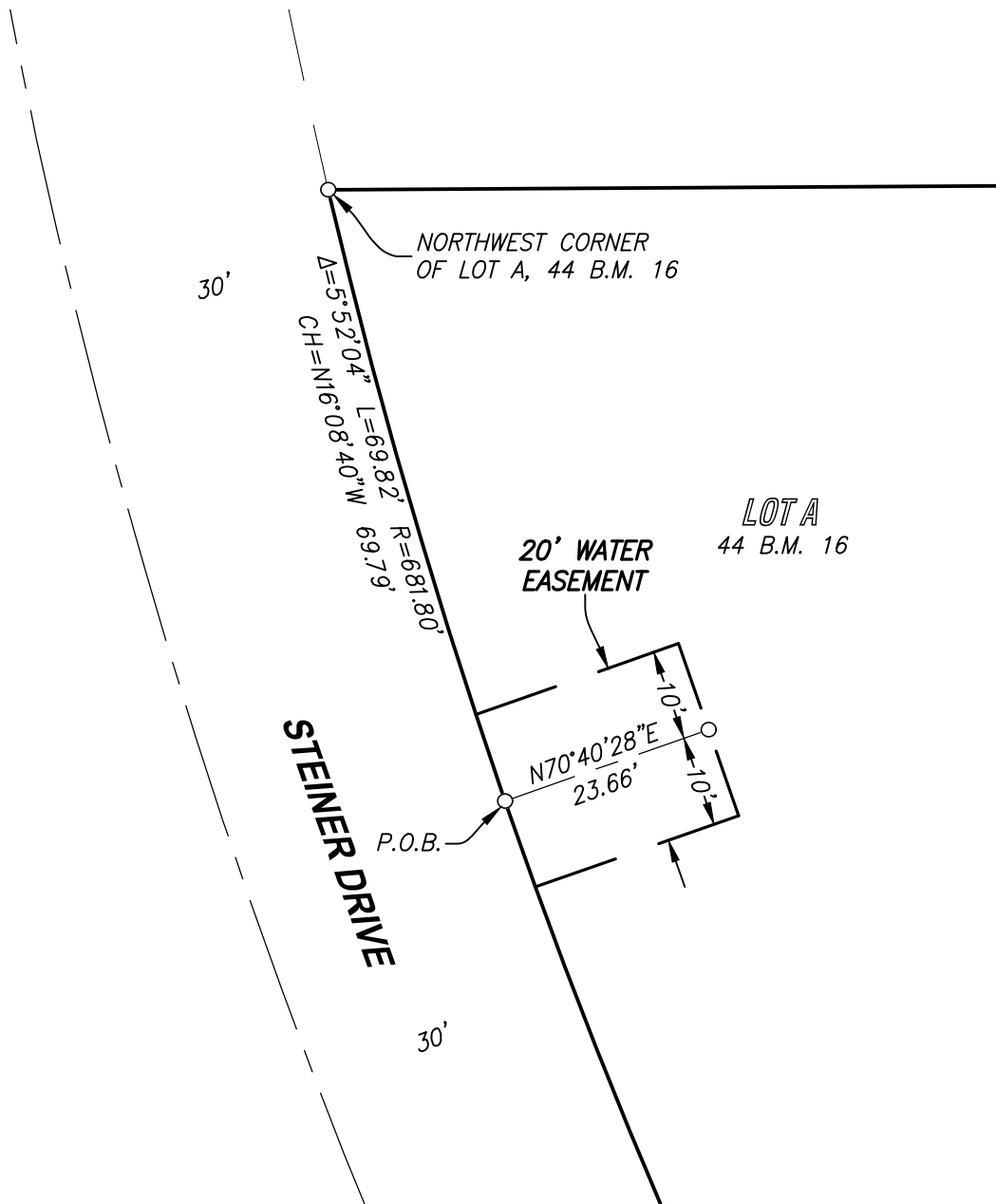
4230 Rocklin Rd., Suite 200 • Rocklin, CA • 95677
 Phone: 916-773-4006 Fax: 916-773-4498



DRAWN BY: BB
 CHECKED BY: AE
 SHEET: 1 OF 2
 DATE: 2-27-24

Braden Barnum

EXHIBIT "B"



SCALE
1" = 20'

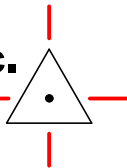
**WATER EASEMENT
PORTIONS OF LOT A, 44 P.M. 16
SECTION 33, T.8N., R.5E., M.D.M.
COUNTY OF SACRAMENTO, CALIFORNIA**



CenterPoint Engineering, Inc.

Land Surveying & Construction Staking

4230 Rocklin Rd., Suite 200 • Rocklin, CA • 95677
Phone: 916-773-4006 Fax: 916-773-4498



DRAWN BY: BB

CHECKED BY: AE

SHEET: 2 OF 2

DATE: 2-27-24

Braden Barnum



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

Meeting Date: May 16, 2024

Subject: Approval of Unauthorized Vendor Payments

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

Division: Business Services

Recommendation: Approve the attached list of vendor payments

Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

Financial Considerations: See attached.

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

Documents Attached:

1. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District
Business Services

Unauthorized Vendor Payment Approval

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

Vendor ID#	Reason	Amount Due
316866	Ceasing services, incomplete insurance coverage	\$21,662.00



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: May 16, 2024

Subject: Approve SETA Head Start Budget COLA for 2024-25 School Year

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

Division: Early Learning and Care

Recommendation: Approve the SETA HEAD Start COLA increase to augment the salary increase 2024-25 budget.

Background/Rationale: Federal Head Start has provide a COLA in the amount of \$150,962 for all Head Start programs dictating that the increase is to go salary increases for the 2024-2025 school year.

Financial Considerations: Request to submit the COLA to pay for Salary increases for the 2024-2025 school year.

LCAP Goal(s):

Goal 1: College Career Readiness

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

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

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

Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. Request to accept the Budget Narrative for Head Start COLA

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer

Aida Buelna, ELC Consultant Assistant Superintendent

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Budget Narrative- SCUSD Head Start

Cost of Living Adjustment (COLA)

FY 2024-2025

COST OF LIVING ADJUSTMENT (COLA) \$150,962

Personnel - \$146,196

Cost-of-Living Adjustment (COLA) funds will be utilized to fund a portion of the staff salary increase. The remaining portion of salaries for these positions will be paid for by a blend of state CSPP funds and SCUSD District contributions.

Non Federal Share - \$37,741

Non-Federal Share (NFS) includes salaries and benefits being paid by the state CSPP funding.

In-Direct - \$4,766

The indirect rate for the 2024-2025 fiscal year is 3.26%. The total indirect amount for the HS COLA grant is \$4,766.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Budget Narrative- SCUSD Early Head Start

Cost of Living Adjustment (COLA)

FY 2024-2025

COST OF LIVING ADJUSTMENT (COLA) \$7,256

Personnel - \$7,026.92

Cost-of-Living Adjustment (COLA) funds will be utilized to fund a portion of the staff salary increase. The remaining portion of salaries for these positions will be paid for by a blend of state CCTR funds and SCUSD District contributions.

Non Federal Share - \$1,814

Non-Federal Share (NFS) will be met through state CCTR funding.

In-Direct - \$229.08

The indirect rate for the 2024-2025 fiscal year is 3.26%. The total indirect amount for the HS COLA grant is \$229.08.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

Meeting Date: May 16, 2024

Subject: Approve SETA Head Start Budget Modification

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

Division: Early Learning and Care

Recommendation: Request to modify the Head Start funds 2023-2024 in the amount of \$690,000 from supplies to Personnel.

Background/Rationale: Due to the negotiated salary increases we needed to modify the budget to increase the salary and benefits to meet the negotiated increases to staff along with the change in percentage allocation from 45% to 50% out of Head Start funds.

Financial Considerations: Request to modify the Head Start funds to meet the negotiated salary increases and percentage changes.

LCAP Goal(s):

Goal 1: College Career Readiness

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

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

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

Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. Request for Program Budget Modification

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer

Aida Buelna, ELC Consultant Assistant Superintendent

Approved by: Lisa Allen, Interim Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source: Head Start Early Head Start Both

Agreement Number: 23C5551S0

Date: 05/07/2024

I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:

Please check the type of request(s):

- Program Options
- Budget Modification** (changing the dollar amount between cost categories)

For Program Year: 2023-2024

Does this involve the purchase of a fixed asset? Yes No
(ACF approval required for all fixed asset purchases)

Will the project be over \$250,000? Yes No
(1303 Facilities Renovation/Repair Application will be required)

- Budget Carryover**
From Program Year: _____ to Program Year _____
(Requires ACF approval)

Change in service days / Calendar Change

Change in Centers / Temporary Closure

Class-size Waiver Request (to enroll up to 24 children in a class(es))
(Requires ACF approval)

One-time Health and Safety Program Improvement Funding Request (pending available funds)

Other: _____

II. Please identify what is in the original agreement and describe the change being requested.

We currently allocated \$2,913,474 for Personnel for the 2023-2024 school year. We are requesting to move \$690,000 from Supplies to Personnel due to the following reasons:

- SCUSD has reviewed the current cost allocation and SCUSD is requesting to update it to 50%-50% HS and CSPP.
- All employees received a 10% salary increase

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION
(Continued)

III. The requested changes are justified based on the following:

SCUSD has reviewed the current cost allocation and requesting a 50%-50% due to the amount of requirements for each funding. In addition, all employees received a salary increase that was determined by the District and Labor Partners.

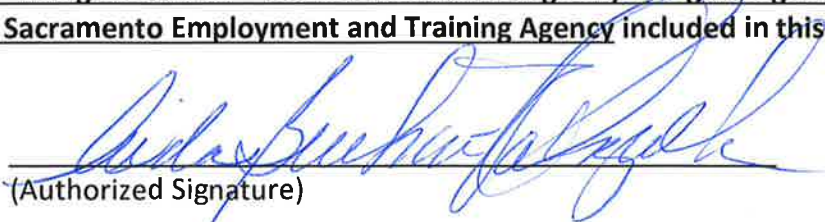
IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.

NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet

Program Year <u>2023-2024</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel	\$2,913,474.00	\$690,000.00	\$3,603,474.00
Fringe Benefits	\$2,490,368.00		\$2,490,368.00
Travel	\$21,026.00		\$21,026.00
Equipment	\$189,396.00		\$189,396.00
Supplies	\$978,542.06	\$(690,000.00)	\$288,542.06
Contractual	\$0.00		\$0.00
Construction	\$0.00		\$0.00
Other	\$390,376.00		\$390,376.00
Indirect	\$227,650.94		\$227,650.94
TOTAL	\$7,210,833.00	\$0.00	\$7,210,833.00
Non-Federal Share <i>(for Carryover Requests Only)</i>			
Non-Federal Share	Current Budget	Budget Modification	Updated Budget
Please describe how agency will obtain the Non-Federal Share:			

IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: 05/07/2024


(Authorized Signature)

Aida Buelna Valenzuela

(Typed Name)

ELC Consultant Assistant Superintendent

(Title)

APPROVED BY POLICY COMMITTEE (See instruction if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Policy Committee)

(Typed Name)

APPROVED BY GOVERNING BODY (See instructions if required):

DATE OF MEETING: _____

DATE: _____

(Signature of Chairperson, Board of Trustee or Board of Directors)

(Typed Name)

APPROVED BY GRANTEE:

DATE: _____

(Karen Griffith, Head Start Deputy Director)

For Internal Use Only

Tracking:

Date Received: _____

(Melanie Nicolas,
CFS Program Officer/Administration)

Date Approved: _____

Date Approved: _____

(Victor Han, Fiscal Manager)

Comments:



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

Meeting Date: May 16, 2024

Subject: Approve Resolution No. 3414: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3414: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3414: Resolution Regarding Board Stipends

Estimated Time of Presentation: N/A

Submitted by: Board Office

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3414

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of May, 2024, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3414

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to a work-related obligation which is deemed acceptable by the Board:
 - a. Board member Christina Pritchett for the Special Board meeting on May 8, 2024.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

Meeting Date: May 16, 2024

Subject: Approve Resolution No. 3415: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3415: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3415: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Board Office Approved by: Lisa Allen, Interim Superintendent</p>
--

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

RESOLUTION NO. 3415

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of May, 2024, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3415

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to a work-related obligation which is deemed acceptable by the Board:
 - a. Board member Taylor Kayatta for the Special Board meeting on May 8, 2024.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1n

Meeting Date: May 16, 2024

Subject: Approve Resolution No. 3416: Resolution Regarding Board Stipends

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

Division: Board of Education

Recommendation: Approve Resolution No. 3416: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3416: Resolution Regarding Board Stipends

Estimated Time of Presentation: N/A

Submitted by: Board Office

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3416

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

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

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of May, 2024, by the following vote:

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

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3416

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to hardship- medical appointment:
 - a. Board member Jasjit Singh for the Special Board meeting on May 8, 2024.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 14.1

Meeting Date: May 16, 2024

Subject: Business and Financial Information: Enrollment and Attendance Report, Month 7, Ending Friday, March 22, 2024

- 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 Friday, March 22, 2024

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

Enrollment and Attendance Report for Month 7, Ending Friday, March 22, 2024

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2023-2024 Actual Attendance	Cum Attd Days /127 2023-2024	PERCENTAGE 2023-2024
A M Winn Elementary K-8 Waldorf	35	102	125	28	290	93.89%	275.04	93.40%	
Abraham Lincoln El	61	210	235	1	507	90.53%	462.67	91.29%	
Alice Birney Waldorf-Inspired K8	42	140	169	3	354	92.44%	333.54	93.94%	
Bret Harte Elementary	23	69	52	51	195	87.04%	170.43	90.35%	
Caleb Greenwood	65	202	217	3	487	94.40%	464.23	95.32%	
Camellia Basic Elementary	44	130	146	19	339	95.74%	328.30	96.20%	
Capital City School	6	31	56	0	93	93.58%	96.43	94.92%	
Caroline Wenzel Elementary	39	69	82	15	205	89.12%	185.67	90.31%	
Cesar Chavez ES	0	0	358	20	378	92.83%	352.09	93.47%	
Crocker/Riverside Elementary	82	284	271	1	638	94.87%	605.13	95.28%	
David Lubin Elementary	44	181	176	32	433	95.12%	412.00	94.56%	
Earl Warren Elementary	48	157	183	10	398	94.28%	368.04	93.76%	
Edward Kemble Elementary	102	338	0	15	455	90.40%	410.76	91.73%	
Elder Creek Elementary	80	318	333	7	738	92.12%	679.76	93.02%	
Ethel I Baker Elementary	72	276	252	2	602	90.19%	542.91	90.57%	
Ethel Phillips Elementary	48	187	171	13	419	91.87%	383.13	92.17%	
Father Keith B Kenny K-6 School	24	87	110	24	245	89.73%	213.38	89.55%	
Genevieve Didion Elementary	66	203	197	5	471	95.58%	454.49	95.79%	
Golden Empire Elementary	48	192	192	4	436	93.02%	403.09	93.45%	
H W Harkness Elementary	37	89	125	7	258	91.91%	239.23	92.61%	
Hollywood Park Elementary	28	81	101	37	247	90.37%	222.11	91.84%	
Home/Hospital	10	22	27	0	59	100.00%	259.70	100.00%	
Hubert H. Bancroft Elementary	47	170	141	24	382	90.64%	346.71	91.47%	
Isador Cohen Elementary	41	142	98	34	315	92.33%	284.63	92.80%	
James W Marshall Elementary	46	127	129	37	339	92.50%	311.94	92.91%	
John Bidwell Elementary	31	111	92	16	250	90.31%	234.27	91.76%	
John Cabrillo Elementary	49	122	128	41	340	90.43%	307.52	90.99%	
John D Sloat Elementary	24	77	90	20	211	91.09%	195.07	90.78%	
John H. Still K-8	62	158	212	3	435	90.91%	395.41	91.15%	
John Morse Therapeutic Center	0	0	0	8	8	87.59%	4.20	85.85%	
Leataata Floyd Elementary	23	92	88	1	204	87.14%	182.72	87.28%	
Leonardo da Vinci K - 8 School	95	283	292	23	693	94.69%	661.46	95.39%	
Mark Twain Elementary	23	89	98	25	235	91.10%	214.29	91.79%	
Martin Luther King Jr Elementary	48	123	114	26	311	91.72%	280.11	91.69%	
Matsuyama Elementary	50	166	205	13	434	94.10%	413.23	94.46%	
Nicholas Elementary	52	206	213	12	483	91.22%	440.99	91.16%	
O W Erlewine Elementary	37	93	124	22	276	91.18%	253.21	91.78%	
Oak Ridge Elementary	48	177	206	2	433	90.24%	385.60	90.39%	
Pacific Elementary	86	257	300	6	649	91.04%	578.76	91.56%	
Parkway Elementary School	58	165	174	22	419	87.24%	374.50	87.56%	
Phoebe A Hearst Elementary	88	282	281	1	652	96.02%	631.06	96.19%	
Pony Express Elementary	31	141	170	15	357	92.54%	329.10	93.45%	
Rosa Parks K-8 School	41	140	143	17	341	88.61%	293.43	89.97%	
Sequoia Elementary	59	170	172	30	431	90.69%	378.72	90.85%	
Success Academy K-8	0	0	6	0	6	71.88%	3.86	74.36%	
Susan B Anthony Elementary	36	135	118	4	293	93.76%	280.65	94.97%	
Sutterville Elementary	39	139	192	13	383	94.61%	362.63	95.05%	
Suy:u Elementary	53	160	172	28	413	92.96%	370.65	92.60%	
Tahoe Elementary	43	106	92	40	281	90.26%	255.42	91.72%	
Theodore Judah Elementary	51	165	176	15	407	92.94%	379.67	93.10%	
Washington Elementary	36	133	113	25	307	91.08%	275.53	91.73%	
William Land Elementary	47	139	139	0	325	94.18%	308.65	94.18%	
Woodbine Elementary	39	129	101	22	291	87.24%	246.05	89.57%	
TOTAL ELEMENTARY SCHOOLS	2,387	7,765	8,157	842	19,151	92.12%	17,842.13	92.66%	
Change from prior month				-13	57				

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2023-2024 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2023-2024
							2023-2024	
A M Winn Elementary K-8 Waldorf	35	32	67	2	69	90.15%	62.76	90.01%
Albert Einstein MS	273	301	574	16	590	91.26%	553.06	91.95%
Alice Birney Waldorf-Inspired K8	49	54	103	1	104	93.52%	95.64	93.42%
California MS	333	391	724	18	742	91.28%	687.25	91.34%
Capital City School	23	33	56	0	56	70.34%	51.02	86.90%
Fern Bacon MS	293	311	604	29	633	91.76%	588.69	91.78%
Genevieve Didion Elementary	56	58	114	0	114	95.22%	109.72	96.07%
Home/Hospital	26	28	54	0	54	100.00%	176.60	100.00%
John H. Still K-8	134	146	280	13	293	89.58%	267.28	91.57%
John Morse Therapeutic Center	0	0	0	13	13	81.64%	10.90	85.59%
Leonardo da Vinci K - 8 School	58	42	100	12	112	94.14%	106.23	94.71%
Miwok MS	633	523	1,156	18	1,174	94.38%	1112.47	94.48%
Rosa Parks K-8 School	199	216	415	16	431	88.45%	381.30	89.57%
Sam Brannan MS	166	155	321	40	361	91.66%	335.59	90.57%
School of Engineering and Science	120	117	237	2	239	95.55%	229.28	94.71%
Success Academy K-8	10	8	18	0	18	76.74%	9.27	79.74%
Umoja International Academy	126	156	282	14	296	87.04%	266.72	88.61%
Will C Wood MS	314	313	627	48	675	91.18%	617.61	91.87%
TOTAL MIDDLE SCHOOLS	2,848	2,884	5,732	242	5,974	91.52%	5,661.37	92.06%
Change from prior month				-4	-7			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2023-2024 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2023-2024
			2023-2024	
ELEMENTARY	19,151	92.12%	17,842	92.66%
MIDDLE	5,974	91.52%	5,661	92.06%
HIGH SCHOOL	10,741	90.05%	9,941	90.46%
TOTAL ALL DISTRICT SEGMENTS	35,866	91.40%	33,444	91.90%

Total Non-Public Schools as of 4/24/2024	239
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Non-Public change from prior month	9
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 CHARTER SCHOOLS

2023-2024 DEPENDENT CHARTER SCHOOLS	GENERAL EDUCATION					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2023-2024 Actual Attendance	2023-2024	PERCENTAGE 2023-2024
Bowling Green McCoy	46	163	173	0	0	7	389	90.97%	356.91	92.12%
Bowling Green-Chacon	47	133	132	0	0	7	319	94.17%	303.17	94.25%
George W. Carver SAS	0	0	0	0	156	10	166	90.55%	156.40	90.38%
New Joseph Bonnheim Charter	24	99	117	0	0	3	243	93.00%	221.60	93.39%
New Tech High	0	0	0	0	145	1	146	91.72%	139.29	93.09%
The Met High School	0	0	0	0	186	3	189	94.47%	194.59	92.97%
TOTAL DEPENDENT CHARTER SCHOOLS	117	395	422	0	487	31	1,452	92.51%	1,371.96	92.79%

Change from prior month	-1	-12
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2023-2024 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	175	0	10,842.50	10,842.50	0	157.55	157.55
Charles A. Jones Career & Education Center	309	0	11,392.84	11,392.84	0	160.33	160.33
TOTAL ADULT EDUCATION	484	0	22,235.34	22,235.34	0	317.88	317.88

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL GENERAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	35	32	34	36	49	29	47	262
Abraham Lincoln El	61	73	72	65	75	75	85	506
Alice Birney Waldorf-Inspired K8	42	44	48	48	58	61	50	351
Bret Harte Elementary	23	22	25	22	13	18	21	144
Caleb Greenwood	65	57	81	64	69	80	68	484
Camellia Basic Elementary	44	47	42	41	40	51	55	320
Capital City School	6	14	7	10	15	12	29	93
Caroline Wenzel Elementary	39	24	24	21	23	30	29	190
Cesar Chavez ES	0	0	0	0	131	111	116	358
Crocker/Riverside Elementary	82	95	92	97	98	83	90	637
David Lubin Elementary	44	47	68	66	52	62	62	401
Earl Warren Elementary	48	48	48	61	60	64	59	388
Edward Kemble Elementary	102	104	121	113	0	0	0	440
Elder Creek Elementary	80	109	99	110	107	116	110	731
Ethel I Baker Elementary	72	95	92	89	95	73	84	600
Ethel Phillips Elementary	48	69	53	65	62	60	49	406
Father Keith B Kenny K-8 School	24	26	37	24	29	48	33	221
Genevieve Didion Elementary	66	68	65	70	65	65	67	466
Golden Empire Elementary	48	65	57	70	65	65	62	432
H W Harkness Elementary	37	40	23	26	37	44	44	251
Hollywood Park Elementary	28	23	38	20	27	32	42	210
Home/Hospital	10	5	9	8	7	9	11	59
Hubert H. Bancroft Elementary	47	49	65	56	62	42	37	358
Isador Cohen Elementary	41	46	48	48	33	33	32	281
James W Marshall Elementary	46	40	48	39	39	55	35	302
John Bidwell Elementary	31	32	37	42	36	25	31	234
John Cabrillo Elementary	49	46	34	42	44	38	46	299
John D Sloat Elementary	24	30	23	24	39	27	24	191
John H. Still K-8	62	46	55	57	63	83	66	432
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	23	24	36	32	31	22	35	203
Leonardo da Vinci K - 8 School	95	96	93	94	96	99	97	670
Mark Twain Elementary	23	23	35	31	34	31	33	210
Martin Luther King Jr Elementary	48	45	37	41	50	32	32	285
Matsuyama Elementary	50	47	61	58	65	63	77	421
Nicholas Elementary	52	70	67	69	65	80	68	471
O W Erlewine Elementary	37	24	33	36	34	45	45	254
Oak Ridge Elementary	48	44	71	62	75	66	65	431
Pacific Elementary	86	82	96	79	97	88	115	643
Parkway Elementary School	58	68	48	49	64	59	51	397
Phoebe A Hearst Elementary	88	94	92	96	96	95	90	651
Pony Express Elementary	31	45	48	48	57	55	58	342
Rosa Parks K-8 School	41	44	47	49	49	39	55	324
Sequoia Elementary	59	57	55	58	52	66	54	401
Success Academy K-8	0	0	0	0	1	1	4	6
Susan B Anthony Elementary	36	41	53	41	38	43	37	289
Sutterville Elementary	39	41	46	52	66	64	62	370
Suy:u Elementary	53	45	57	58	60	58	54	385
Tahoe Elementary	43	47	32	27	33	29	30	241
Theodore Judah Elementary	51	68	50	47	54	58	64	392
Washington Elementary	36	38	47	48	47	33	33	282
William Land Elementary	47	47	46	46	38	54	47	325
Woodbine Elementary	39	38	48	43	38	35	28	269
TOTAL	2,387	2,524	2,643	2,598	2,733	2,706	2,718	18,309

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	290	2,468	34,930	37,398	93.40%
Abraham Lincoln El	507	5,607	58,759	64,366	91.29%
Alice Birney Waldorf-Inspired K8	354	2,733	42,360	45,093	93.94%
Bret Harte Elementary	195	2,313	21,644	23,957	90.35%
Caleb Greenwood	487	2,892	58,957	61,849	95.32%
Camellia Basic Elementary	339	1,645	41,694	43,339	96.20%
Capital City School	93	656	12,247	12,903	94.92%
Caroline Wenzel Elementary	205	2,531	23,580	26,111	90.31%
Cesar Chavez ES	378	3,123	44,715	47,838	93.47%
Crocker/Riverside Elementary	638	3,804	76,852	80,656	95.28%
David Lubin Elementary	433	3,012	52,324	55,336	94.56%
Earl Warren Elementary	398	3,111	46,741	49,852	93.76%
Edward Kemble Elementary	455	4,704	52,166	56,870	91.73%
Elder Creek Elementary	738	6,482	86,329	92,811	93.02%
Ethel I Baker Elementary	602	7,182	68,949	76,131	90.57%
Ethel Phillips Elementary	419	4,131	48,658	52,789	92.17%
Father Keith B Kenny K-6 School	245	3,161	27,099	30,260	89.55%
Genevieve Didion Elementary	471	2,539	57,720	60,259	95.79%
Golden Empire Elementary	436	3,587	51,192	54,779	93.45%
H W Harkness Elementary	258	2,424	30,382	32,806	92.61%
Hollywood Park Elementary	247	2,506	28,208	30,714	91.84%
Home/Hospital	59	0	1,523	1,523	100.00%
Hubert H. Bancroft Elementary	382	4,104	44,032	48,136	91.47%
Isador Cohen Elementary	315	2,806	36,148	38,954	92.80%
James W Marshall Elementary	339	3,025	39,616	42,641	92.91%
John Bidwell Elementary	250	2,670	29,752	32,422	91.76%
John Cabrillo Elementary	340	3,866	39,055	42,921	90.99%
John D Sloat Elementary	211	2,516	24,774	27,290	90.78%
John H. Still K-8	435	4,876	50,217	55,093	91.15%
John Morse Therapeutic Center	8	88	534	622	85.85%
Leataata Floyd Elementary	204	3,383	23,206	26,589	87.28%
Leonardo da Vinci K - 8 School	693	4,056	84,005	88,061	95.39%
Mark Twain Elementary	235	2,433	27,215	29,648	91.79%
Martin Luther King Jr Elementary	311	3,225	35,574	38,799	91.69%
Matsuyama Elementary	434	3,076	52,480	55,556	94.46%
Nicholas Elementary	483	5,432	56,006	61,438	91.16%
O W Erlewine Elementary	276	2,880	32,158	35,038	91.78%
Oak Ridge Elementary	433	5,204	48,971	54,175	90.39%
Pacific Elementary	649	6,776	73,503	80,279	91.56%
Parkway Elementary School	419	6,755	47,562	54,317	87.56%
Phoebe A Hearst Elementary	652	3,171	80,145	83,316	96.19%
Pony Express Elementary	357	2,928	41,796	44,724	93.45%
Rosa Parks K-8 School	341	4,153	37,265	41,418	89.97%
Sequoia Elementary	431	4,843	48,097	52,940	90.85%
Success Academy K-8	6	169	490	659	74.36%
Susan B Anthony Elementary	293	1,889	35,642	37,531	94.97%
Sutterville Elementary	383	2,398	46,054	48,452	95.05%
Suy:u Elementary	413	3,764	47,072	50,836	92.60%
Tahoe Elementary	281	2,927	32,438	35,365	91.72%
Theodore Judah Elementary	407	3,572	48,218	51,790	93.10%
Washington Elementary	307	3,155	34,992	38,147	91.73%
William Land Elementary	325	2,424	39,198	41,622	94.18%
Woodbine Elementary	291	3,637	31,248	34,885	89.57%
TOTAL	19,151	176,812	2,234,492	2,411,304	92.67%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	69	885	7,970	8,855	90.01%
Albert Einstein MS	590	6,149	70,238	76,387	91.95%
Alice Birney Waldorf-Inspired K8	104	855	12,146	13,001	93.42%
California MS	742	8,270	87,281	95,551	91.34%
Capital City School	56	977	6,479	7,456	86.90%
Fern Bacon MS	633	6,698	74,764	81,462	91.78%
Genevieve Didion Elementary	114	570	13,934	14,504	96.07%
Home/Hospital	54	0	866	866	100.00%
John H. Still K-8	293	3,127	33,945	37,072	91.57%
John Morse Therapeutic Center	13	233	1,384	1,617	85.59%
Leonardo da Vinci K - 8 School	112	754	13,491	14,245	94.71%
Miwok MS	1,174	8,248	141,284	149,532	94.48%
Rosa Parks K-8 School	431	5,640	48,425	54,065	89.57%
Sam Brannan MS	361	4,436	42,620	47,056	90.57%
School of Engineering and Science	239	1,626	29,118	30,744	94.71%
Success Academy K-8	18	299	1,177	1,476	79.74%
Umoja International Academy	296	4,355	33,873	38,228	88.61%
Will C Wood MS	675	6,945	78,437	85,382	91.87%
TOTAL	5,974	60,067	697,432	757,499	92.07%

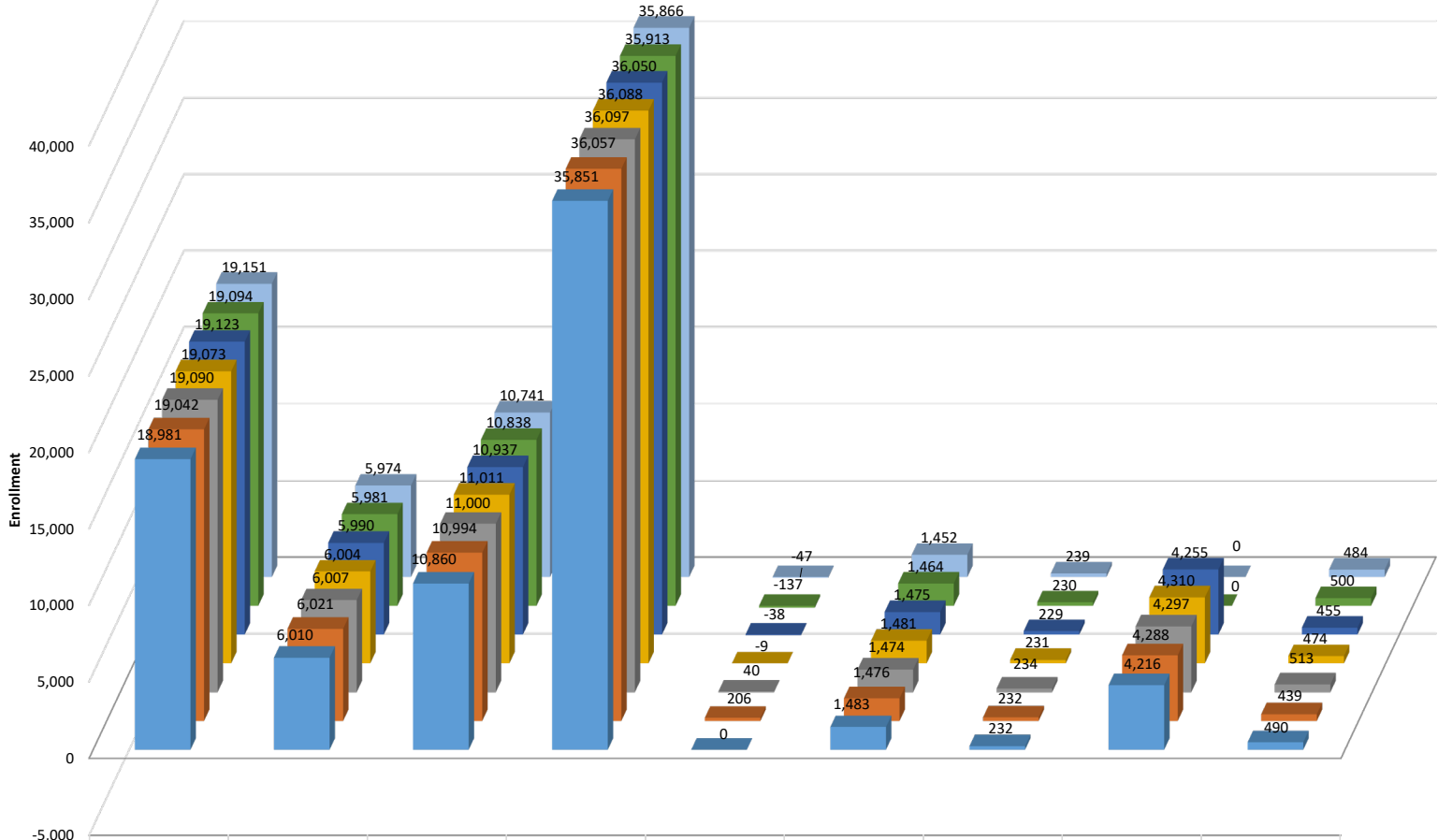
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 7, ENDING FRIDAY, MARCH 22, 2024
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	170	5,508	16,076	21,584	74.48%
Arthur A. Benjamin Health Prof	163	2,859	19,655	22,514	87.30%
C K McClatchy HS	2,366	24,878	282,158	307,036	91.90%
Capital City School	138	7,585	15,332	22,917	66.90%
Hiram W Johnson HS	1,594	24,151	180,262	204,413	88.19%
Home/Hospital	60	0	1,330.32	1,330.32	100.00%
John F Kennedy HS	1,704	19,964	210,587	230,551	91.34%
Luther Burbank HS	1,485	19,519	176,547	196,066	90.04%
Rosemont HS	1,452	18,443	171,627	190,070	90.30%
School of Engineering and Science	273	2,035	33,962	35,997	94.35%
Umoja International Academy	175	1,362	21,368	22,730	94.01%
West Campus HS	876	3,907	106,603	110,510	96.46%
Sacramento Accelerated Academy	285	**NA	**NA	**NA	**NA
TOTAL	10,741	130,211	1,235,507	1,365,718	90.47%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	35,866	367,090	4,167,431	4,534,521	91.90%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2022-23 Actual		36,241	33,072	90.73%	
2023-2024 Projected		36,061	0	0.00%	
Month 01	232	35,851	33,366	93.84%	0%
Month 02	232	36,057	33,316	93.49%	-0.35%
Month 03	234	36,097	33,166	93.05%	-0.44%
Month 04	231	36,088	33,038	92.55%	-0.50%
Month 05	229	36,050	33,383	92.08%	-0.47%
Month 06	230	35,913	33,317	91.99%	-0.09%
Month 07	239	35,866	33,444	91.90%	-0.09%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/22/2023	18,981	6,010	10,860	35,851	0	1,483	232	4,216	490
Month 2 10/20/2023	19,042	6,021	10,994	36,057	206	1,476	232	4,288	439
Month 3 11/17/2023	19,090	6,007	11,000	36,097	40	1,474	234	4,297	513
Month 4 12/15/2023	19,073	6,004	11,011	36,088	-9	1,481	231	4,310	474
Month 5 1/26/2024	19,123	5,990	10,937	36,050	-38	1,475	229	4,255	455
Month 6 2/23/2024	19,094	5,981	10,838	35,913	-137	1,464	230	0	500
Month 7 3/22/2024	19,151	5,974	10,741	35,866	-47	1,452	239	0	484