



# 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 2, 2024**

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

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

**Serna Center**

Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

## AGENDA

2023/24-25

*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 (Two 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 54957- Public Employee Appointment  
a) Approve – Principal, Rosemont High School

3.5 Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 23-24: Expulsion #5 and #6 2023-2024 (David Van Natten)

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 Chinua Rhodes*

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

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

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

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

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

8.1 *Employee Organization Reports:*

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

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

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

- *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 Approve Resolution No. 3409: Recognition of School Principals' Day May 1, 2024 (Yvonne Wright and Cancy McArn)**

**Action**  
*5 minute presentation*  
*5 minute discussion*

7:58 p.m.	9.2	<i>Approve Resolution 3406: Recognition of National School Nurse Day (Jacqueline Garner)</i>	<b>Action</b> 5 minute presentation 5 minute discussion
8:08 p.m.	9.3	<i>Approve Resolution 3404: Recognition of Foster Care Awareness Month, May 2024 (Aliya Holmes)</i>	<b>Action</b> 5 minute presentation 5 minute discussion
8:18 p.m.	9.4	<i>Approve Resolution 3405: Recognition of May is Mental Health Awareness Month (Student Board Member Liliana Miller Segura)</i>	<b>Action</b> 5 minute presentation 5 minute discussion
8:28 p.m.	9.5	<i>Safe Schools Update (Raymond Lozada and Melecia Navarro)</i>	<b>Information</b> 15 minute presentation 15 minute discussion
8:58 p.m.	9.6	<i>Approve Resolution No. 3402 Authorizing the Issuance and Sale of Its General Obligation Bonds, 2020 Election, 2024 Series B in the Aggregate Principal Amount of Not to Exceed \$262,500,000, Authorizing the Distribution of an Official Statement for the Bonds, and other Documents and Action Related Thereto (Janea Marking)</i>	<b>Action</b> 10 minute presentation 10 minute discussion
9:18 p.m.	9.7	<i>Approve Resolution No. 3400 Ordering a School Bond Election on November 5, 2024, Requesting Consolidation with other Elections Occurring on November 5, 2024 and Authorizing Necessary Actions in Connection therewith (Janea Marking)</i>	<b>Action</b> 10 minute presentation 10 minute discussion

**10.0 BOARD WORKSHOP/STRATEGIC INITIATIVE**

9:38 p.m.	10.1	<i>Adopt Resolution No. 3403: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Classified Layoffs (Cancy McArn)</i>	<b>Action</b> 5 minute presentation 5 minute discussion
9:48 p.m.	10.2	<i>Charter Oversight and Renewal Overview (Amanda Goldman)</i>	<b>Information</b> 10 minute presentation 10 minute discussion

**11.0 COMMUNICATIONS**

10:08 p.m.	11.1	<i>Student Member Report (Liliana Miller Segura)</i>	<b>Information</b> 5 minutes
10:13 p.m.	11.2	<i>Superintendent's Report (Lisa Allen)</i>	<b>Information</b> 5 minutes
10:18 p.m.	11.3	<i>President's Report (Lavinia Phillips)</i>	<b>Information</b> 5 minutes
10:23 p.m.	11.4	<i>Information Sharing by Board Members</i>	<b>Information</b> 10 minutes

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

*12.1 Items Subject or Not Subject to Closed Session:*

*12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)*

*12.1b Approve Personnel Transactions (Cancy McArn)*

*12.1c Approve Release of Measure H Citizens' Bond Oversight Committee Members Due to Lack of Attendance (Chris Ralston)*

*12.1d Approve Miwok Middle field trip to Boston, MA May 24-29, 2024 (Lisa Allen)*

*12.1e Approve CK McClatchy School Debate Tournament in Chicago, IL from May 24-26, 2024 (Lisa Allen)*

*12.1f Approve minutes for the March 7, 2024, Regular Board of Education Meeting (Lisa Allen)*

*12.1g Approve minutes for the March 21, 2024, Regular Board of Education Meeting (Lisa Allen)*

*12.1h Approve Resolution No. 3407: Resolution Regarding Board Stipends (Lisa Allen)*

*12.1i Approve Resolution No. 3408: Resolution Regarding Board Stipends (Lisa Allen)*

*12.1j Approve Resolution No. 3410: Adopting Specifications of the Election Order and for Consolidation with Statewide Presidential General Election of November 5, 2024 (Anne Collins)*

*12.1k Approve Board of Education Calendar for the 2024-25 School Year (Lisa Allen)*

*12.1l Approve Resolution No. 3401 Authorizing Participation in the Planning and Capacity Building Planning Grant Program (Chris Ralston)*

*12.1m Approval of Unauthorized Vendor Payments (Janea Marking)*

*12.1n Approve Staff Recommendation for Expulsions #5 and #6 2023-2024 (David Van Natten)*

10:35 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ *May 16, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

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



10:37 p.m. **14.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 9.1

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution 3409: Recognition of School Principals' Day May 1, 2024

- 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. 3409: Recognition of Principals' Day, May 1, 2024

**Background/Rationale:**

School Principals' Day, May 1, 2024, the success of every school and student depends on the effectiveness of our school leaders, and National School Principals' Day is one way we can promote the importance of and investments in school leadership. We need and value our school principals.

**Financial Considerations:** N/A

**LCAP Goal:** Goal 5: Engagement/Empowerment

**Documents Attached:**

1. Resolution No. 3409

<p><b>Estimated Time of Presentation:</b> 5 minutes</p> <p><b>Submitted by:</b> Yvonne Wright, Chief Academic Officer</p> <p><b>Approved by:</b> Lisa Allen, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT BOARD OF EDUCATION**

**RESOLUTION NO. 3409**

**RECOGNITION OF SCHOOL PRINCIPALS' DAY, MAY 1, 2024**

**WHEREAS**, May 1, 2024 has been designated as School Principals' Day; and

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our principals and encourages parents and the community to recognize the efforts of principals as we celebrated May 1, 2024.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 2nd day of May 2024, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

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Lavinia Grace Phillips,  
President of the Board of Education

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Lisa Allen  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution 3406: Recognition of National School Nurse Day

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

**Division:** Student Support & Health Services Division

**Recommendation:**

Approve Resolution No. 3406: Recognition of National School Nurse Day, May 8, 2024

**Background/Rationale:**

National School Nurse Day, May 8, 2024 is a time to celebrate the specialty practice of school nursing. The District applauds the contributions school nurses make every day to improve the safety, health, and academic success of all students. The recent Covid pandemic has highlighted this reality and the importance of our school nurses. We need and value our school nurses.

**Financial Considerations:** None

**LCAP Goal:** Safe, Emotionally Healthy, and Engaged Students

**Documents Attached:**

1. Resolution No. 3406

**Presentation time:** 5 minutes

**Submitted by:** Shannon Pella, Deputy Chief of Academics &  
Jacqueline Garner, Executive Director Student  
Support & Health Services

**Approved by:** Lisa Allen, Superintendent

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

**RESOLUTION NO. 3406**

**Recognition of National School Nurse Day, May 9, 2024**

**WHEREAS**, May 9, 2024, has been designated as National School Nurse Day; and

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

**WHEREAS**, school nurses have served a critical role in improving public health and in ensuring students' academic success for more than 120 years; and

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

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

**WHEREAS**, provide health education for students, parents and staff.

**WHEREAS**, school nurses act as a advocate for the school community, parents, and health care providers on behalf of children's health; and

**WHEREAS**, school nurses are members of school-based teams (e.g. Student Study Team, 504, IEP, emergency planning) providing care coordination to address the school population; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our school nurses and encourages all students and staff to honor and recognize the valuable contributions of its school nurses as we celebrate May 9, 2024, as National School Nurse Day.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 2nd day of May, 2024 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

ATTESTED TO:

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Lisa Allen  
Secretary of the Board of Education

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Lavinia Grace Phillips  
President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution 3404: Recognition of Foster Care Awareness Month, May 2024

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

**Division:** Foster Youth Services Program, Student Support & Health Services Department

**Recommendation:**

Approve Resolution No. 3404: Recognition of Foster Care Awareness Month

**Background/Rationale:**

This board resolution is to recognize May is National Foster Care Month. This resolution recognizes the important role all of us play in enhancing and supporting the lives of children and youth who are in foster care in the SCUSD community. Students in foster care represent one of the most vulnerable and academically at-risk groups enrolled in California schools. SCUSD is committed to supporting the educational outcomes and overall well-being of our youth who are in the foster care system.

**Financial Considerations:** None

**LCAP Goal:** Safe, Emotionally Healthy, and Engaged Students

**Documents Attached:**

1. Resolution No. 3404

**Presentation time:** 5 minutes

**Submitted by:** Aliya Holmes, Coordinator II, Foster Youth Services  
& Jacqueline Garner, Executive Director Student Support & Health Services

**Approved by:** Lisa Allen, Superintendent

**Sacramento City Unified School District**

**Board of Education**

**RESOLUTION No. 3404: National Foster Care Awareness Month**

**May 2024**

**WHEREAS**, National Foster Care Awareness Month originated in 1988 when the National Foster Parent Association influenced the United States Senate to introduce a resolution to proclaim May as National Foster Care Month; and

**WHEREAS**, since that time, Federal State and local governments including the State of California have proclaimed May as National Foster Care Awareness month; and

**WHEREAS**, foster parents, relative caregivers, Short Term Residential Treatment Programs (STRTP) Short Term Residential Treatment Programs (STRTP), mentors, advocates, social workers and volunteers provide valuable support and compassionate encouragement to the approximately 368,000 youth in foster care across the United States, more than 68,000 of who reside in the State of California; and over 500 reside within Sacramento City Unified School District annually; and

**WHEREAS**, during the month of May, we honor the contributions of the families, organizations and individuals who contribute to the stability, educational achievement and emotional and physical and physical well-being of youth in foster care, and aim to raise awareness of the challenge and strengths of foster youth, and;

**WHEREAS**, SCUSD Foster Youth Services, in collaboration with SCUSD teachers, administrators, and other staff members, provides exemplary educational services and support for students in foster care each year;

**NOW, THEREFORE IT BE RESOLVED**, that the Sacramento City Unified School District Board of Education does hereby recognize the month of May as National Foster Care Awareness Month.

**BE IT FURTHER RESOLVED**, that Sacramento City Unified School District staff members recognize the unique challenges faced by youth in foster care and are committed to increasing the level of awareness on issues facing those youth and their outcomes;

**BE IT FURTHER RESOLVED**, that Sacramento City Unified School District commends the public and community agencies, groups and individuals who provide care and support for youth in foster care including the SCUSD Foster Youth Services staff and encourages all students and staffs to honor and recognize the valuable contributions of all those who support youth in the foster care system as we recognize National Foster Care Awareness Month;

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 2nd day of May, 2024, by the following vote:



AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTESTED TO:

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Lisa Allen

Secretary of the Board of Education

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Lavinia Grace Phillips

President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution 3405: Recognition of May is Mental Health Awareness Month

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

**Division:** Student Support & Health Services Department

**Recommendation:**

Approve Resolution No. 3405: Recognition of May is Mental Health Awareness Month

**Background/Rationale:**

May has been designated as Mental Health Awareness Month and May 9 is designated as National Children's Mental Health Awareness Day dedicated to raising awareness of youth, their families and all community members who experience emotional, behavioral and mental health challenges.

Sacramento City Unified School District continues to support the whole child and address the social and emotional needs of our students, raise mental health awareness through activities such as the expansion and sustaining of school-based mental health supports to every school, providing students, families/caregivers, and staff with care coordination, resources for accessing community-based mental health and substance use treatment, providing ongoing professional development on suicide prevention and support and resources for the mental well-being of our students, families, staff and community.

**Financial Considerations:** None

**LCAP Goal:** Safe, Emotionally Healthy, and Engaged Students

**Documents Attached:**

1. Resolution No. 3405

**Presentation time:** 5 minutes

**Submitted by:** Elizabeth Sterba, Director, Student Support Services  
& Jacqueline Garner, Executive Director of Student  
Support & Health Services

**Approved by:** Lisa Allen, Superintendent

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

**RESOLUTION NO. 3405  
“Recognition of May is Mental Health Awareness Month”**

**WHEREAS**, mental health is an essential part of overall well-being, impacting individuals, families, and communities across Sacramento City Unified School District; and

**WHEREAS**, according to the National Alliance on Mental Illness (NAMI), 17% of youth ages six through 17, and 22% of adults will experience a mental health disorder; and

**WHEREAS**, the 2022-23 California Healthy Kids Survey (CHKS) of Sacramento City Unified 7th, 9th, and 11th graders showed that 37% reported feeling chronically sad or hopeless, and 17% had seriously considered suicide in the past twelve months; and

**WHEREAS**, evidence shows that unrecognized and/or untreated trauma or mental health issues may lead to low school attendance, academic concerns, family conflicts, substance abuse, and even suicide attempts or death by suicide; and

**WHEREAS**, with proper support and treatment children, youth, and adults can recover from mental illness and lead full, productive lives in the community; and

**WHEREAS**, public awareness of the importance of mental health and well-being and reducing the stigma associated with mental health struggles allows community members of all ages to find acceptance and understanding in their communities; and

**WHEREAS**, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources;

**NOW, THEREFORE BE IT RESOLVED** that the Sacramento City Unified School District Board of Education does hereby recognize May 2024 as Mental Health Month; and

**BE IT FURTHER RESOLVED** that the Sacramento City Unified School District Board of Education commends the work of addressing the social and emotional needs of our students and raising mental health awareness by maintaining school-based mental health support staff in every school; and for the ongoing efforts undertaken to:

- establish a new Student Mental Wellness Council to increase student voice and leadership around student mental and behavioral wellness in our SCUSD community;
- challenge stigma by speaking respectfully and inclusively about mental health;
- seek help if they are struggling with their mental health and encourage others to do the same; and
- create safe and supportive environments for open conversations about mental health.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 2nd 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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

**Meeting Date:** May 2, 2024

**Subject:** Safe Schools Update

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

**Division:** Office of Safe Schools

**Recommendation:** Phase III implementation plan and strategy.

**Background/Rationale:** Provide Board and Community an update of our current status and progress with “Re Imagine School Safety” strategy moving into phase III

**Financial Considerations:** Implementation Costs.

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students, Family and Community Empowerment and Operational Excellence. Reduce suspension(s) for Black and African American Students

**Documents Attached:**  
Executive Summary

**Estimated Time of Presentation:** 15 minutes  
**Submitted by:** Raymond Lozada, Director of Safe Schools  
**Approved by:** Lisa Allen, Superintendent

# Board of Education Executive Summary

## Office of Safe Schools

Safe Schools Update

May 2, 2024



### **I. Overview/History of Department or Program**

The Office of Safe Schools has rounded the corner on phase II of the “Re Imagine School Safety” and is moving into phase III. Since then the program’s model, services, and staff, have added to the goals and objective of the district’s focus on safety.

### **II. Driving Governance**

On July 16, 2020, the Board passed and adopted Board Resolution 3157, “Resolution to Reimagine School Safety and Work to Dismantle Structural Racism in Sacramento City Unified Schools,”

### **III. Budget**

Cost for community based organization collaboration.

### **IV. Goals, Objectives and Measures**

The goal of the phase III is to drive a restorative mechanism that interrupts the school to prison pipeline

### **V. Major Initiatives**

In partnership with the Rose Family, MBK - Sierra Health and Sacramento Co. Probation Dept.

- Target the interventions to disrupt the school to prison pipeline
- Reduce suspensions for Black and African American Students
- Divert youth from juvenile justice involvement

### **VI. Results**

The District’s resources have been acquired and the overall effort (Phase II) set in motion. We are toward the end of our third year without SRO’s. We have some results that have been captured by data and will be shared with the Board.

### **VII. Lessons Learned/Next Steps:**

We strive to incorporate restorative practices and develop policies that best serve our staff, students and community members. We aim to achieve a positive impact on our school climate and overall safety moving forward. The Sacramento City Unified School District acknowledges that collaborative partnerships are the vehicle to achieving the overarching goals of our district.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3402 Authorizing the Issuance and Sale of Its General Obligation Bonds, 2020 Election, 2024 Series B in the Aggregate Principal Amount of Not to Exceed \$262,500,000, Authorizing the Distribution of an Official Statement for the Bonds, and other Documents and Action Related Thereto

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

**Division:** Business and Operations

**Recommendation:** It is recommended that the Board approve Resolution No. 3402 Authorizing the Issuance and Sale of Its General Obligation Bonds, 2020 Election, 2024 Series B in the Aggregate Principal Amount of Not to Exceed \$262,500,000, Authorizing the Distribution of an Official Statement for the Bonds, and other Documents and Action Related Thereto

**Background/Rationale:** On March 3, 2020, voters within the District authorized the issuance and sale of \$750,000,000 aggregate principal amount of general obligation bonds of the District (the "Measure H"). The District previously issued its \$225,000,000 General Obligation Bonds, Election of 2020 (Measure H) 2022 Series A under Measure H, the proceeds of which are being spent for voter-approved Measure H Projects. \$525,000,000 in bonds remains for issuance under Measure H. The District is now in the process of preparing to issue the second series of bonds authorized by Measure H in an amount not to exceed \$262.5 million (the "Series B Bonds") in order to undertake additional Measure H projects.

As part of this approval, various legal and disclosure documents are submitted in a substantially final form, which documents will be approved by the adoption of the Resolution. These documents include the following:



- Notice of Sale – an invitation to underwriters to bid for the purchase of the bonds in a competitive sale awarding the bonds to the underwriter with the lowest True Interest Cost to the District of the Series B Bonds;
- Preliminary Official Statement (the “POS”) - the marketing document that will be distributed to investors to permit them to make a decision whether to invest in the Series B Bonds; and
- Continuing Disclosure Agreement (an exhibit to the POS) - required by federal securities laws and obligates the District to provide annual reports to the municipal marketplace through an online portal to update the information provided to investors in the POS.

**Financial Considerations:** There is no impact to the general fund. General obligation bonds are repaid from property taxes levied on real property in the District. The costs of issuance for the Series B Bonds will be paid from proceeds of the Series B Bonds. Disclosures of such estimated costs are set forth in the Resolution as an exhibit. The proceeds of the Series B Bonds will be deposited to the District’s Building Fund and available for expenditure on Measure H projects as previously described to the Board.

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

**Documents Attached:**

1. Resolution No. 3402 Authorizing the Issuance and Sale of Its General Obligation Bonds, 2020 Election, 2024 Series B in the Aggregate Principal Amount of Not to Exceed \$262,500,000, Authorizing the Distribution of an Official Statement for the Bonds, and other Documents and Action Related Thereto
2. Notice of Sale
3. Preliminary Official Statement

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Superintendent

**RESOLUTION NO. 3402**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (SACRAMENTO COUNTY, CALIFORNIA) GENERAL OBLIGATION BONDS, ELECTION OF 2020 (MEASURE H), 2024 SERIES B IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$262,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND OTHER DOCUMENTS AND ACTIONS RELATED THERETO**

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WHEREAS, an election was duly called and regularly held in the Sacramento City Unified School District (the "District"), located in the County of Sacramento ("County"), California, on March 3, 2020, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code), was submitted to the electors of the District (the "Bond Measure"):

"To upgrade student classrooms, labs, libraries, and learning technology for quality instruction in math, science, arts and engineering; provide modern career training centers; update schools to meet current academic/safety standards; and acquire/repair/construct/equip school facilities shall Sacramento City Unified School District issue \$750,000,000 in bonds at legal rates, levying 5¢ per \$100 assessed value (\$35,000,000 annually) while bonds are outstanding, with citizen oversight/audits and all funds locally controlled?"

WHEREAS, at least fifty-five percent (55%) of the votes cast on the Bond Measure were in favor of issuing bonds ("Authorization");

WHEREAS, the District has previously issued \$225,000,000 aggregate principal amount of general obligation bonds pursuant to the Authorization, such that \$525,000,000 aggregate principal amount of bonds remain for issuance under the Authorization;

WHEREAS, the Board of Education of the District (the "Board") deems it necessary and desirable to authorize and consummate the sale of one or more series of the bonds, designated the "Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B" (the "Bonds") in an aggregate principal amount not exceeding \$262,500,000 according to the terms and in the manner hereinafter set forth;

WHEREAS, Section 15140(b) of the Education Code of the State of California authorizes a county board of supervisors to allow school districts over which the county superintendent of schools has jurisdiction to issue and sell school bonds directly without further action by the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District is authorized by Section 53506 *et seq.* of the Government Code to sell bonds by public or private sale; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Bonds, the Purchaser must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Agreement"), a form of which has been prepared;

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement") has been prepared;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the financing, and the Board has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing;

WHEREAS, the District desires that the Director of Finance (through the Auditor-Controller Division of the County) annually establish tax rates on taxable property within the District for repayment of the Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Director of Finance annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Bonds when due, all pursuant to Education Code Section 15260 et seq.; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

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

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Authorized Officers" means the President of the Board, or such other member of the Board as the President may designate, the Superintendent of the District, and the Chief Business and Operations Officer, or such other officer or employee of the District as the Superintendent or the Chief Business and Operations Officer may designate.

"Board" means the Board of Education of the District.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bonds” means the bonds authorized and issued pursuant to this Resolution designated the “Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B”.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement executed and delivered by the District relating to the Bonds.

“County” means the County of Sacramento.

“Director of Finance” shall mean the Director of Finance of the County.

“District” means the Sacramento City Unified School District.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Payment Date” means February 1 and August 1 of each year commencing on February 1, 2025, with respect to the Bonds or such other dates as may be set forth in the Certificate of Award.

“Municipal Advisor” means Dale Scott & Co., Inc., as municipal advisor to the District.

“Notice of Intention to Sell Bonds” means the notice of intention to be used to advertise the offering of the Bonds as required by section 53692 of the California Government Code.

“Official Notice of Sale” means the official notice of sale relating to the Bonds.

“Official Statement” means the Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

“Paying Agent” means Director of Finance of the County, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Bonds and any other general obligation bonds of the District to be issued concurrently with the Bonds.

"Purchaser" shall mean the entity to whom the Certificate of Award is awarded pursuant to Section 5 hereof.

"Record Date" means, with respect to any Interest Payment Date for the Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Certificate of Award

"Registration Books" means the books for the registration and transfer of the Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

"State" means the State of California.

"Tax-Exempt Bond(s)" means a Bond the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an Opinion of Bond Counsel supplied to the original purchasers of such Bond.

"Tax Certificate" means the Tax Certificate with respect to the Bonds executed by the District, dated the date of issuance of the Bonds.

Section 3. Authorization and Designation of Bonds. The Bonds described herein shall be issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Board of Education hereby authorizes the issuance and sale of not to exceed \$262,500,000 aggregate principal amount of Bonds. The Bonds shall be designated "Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B" with such additional series designations as may be necessary or advisable in order to market the Bonds. The proceeds of the Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Authorization.

Section 4. Form of Bonds: Execution.

(a) Form of Bonds. The Bonds shall be issued in fully registered form without coupons. The Bonds and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the form attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board and countersigned by the manual or facsimile signature of the Secretary of the Board. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) Valid Authentication. Only such of the Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) Identifying Number. The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

#### Section 5. Terms of Bonds.

(a) Date of Bonds. The Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Certificate of Award.

(b) Denominations. The Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Certificate of Award. No Bond shall mature later than the date which is 40 years after the date of issuance of the Bonds; provided, however, that for any Bonds that have a maturity greater than 30 years, an Authorized Officer shall have made a finding that the useful life of the facility financed with the Bonds equal or exceeds the maturity date of the Bonds, to be determined as provided in subsection (a) of this Section. No Bond shall have principal maturing on more than one principal maturity date.

(d) Interest. The Bonds shall bear interest at an interest rate not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. The Bonds may be issued as Tax-Exempt Bonds, or as federally taxable Bonds, as set forth in the Official Notice of Sale and Official Statement for the Bonds.

#### Section 6. Payment of Bonds.

(a) Request for Tax Levy. The money for the payment of principal, redemption premium, if any, and interest on the Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Interest and Sinking Fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

The ad valorem tax revenues levied to pay the Bonds shall, when collected, be deposited into the Interest and Sinking Fund of the District. The foregoing Interest and Sinking Fund and ad valorem tax revenues are irrevocably pledged, and the District hereby

grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owners of the Bonds in addition to any statutory lien that may exist, and the Bonds are being issued to finance one or more projects and not to finance the general purposes of the District.

Additionally, in accordance with Section 15251(b) of the California Education Code and Section 53515(a) of the California Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Financial. The principal of the Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) Interest, Record Date. The interest on the Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) Interest and Sinking Fund. Principal and interest due on the Bonds shall be paid from the Interest and Sinking Fund of the District as provided in Section 15250 of the Education Code.

(e) Obligation of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The obligation for repayment of the Bonds is the sole obligation of the District.

## Section 7. Redemption Provisions.

(a) Optional Redemption. The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Certificate of Award. The Certificate of Award may provide that the Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Bonds.

(b) Selection. If less than all of the Bonds are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Certificate of Award), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Certificate of Award).

(d) Mandatory Sinking Fund Redemption. The Bonds, if any, which are designated in the Certificate of Award as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Certificate of Award), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Certificate of Award. Unless otherwise provided in the Certificate of Award, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity redeemed in accordance with subsection (a) or (b) of this Section prior to the mandatory sinking fund payment date. The Certificate of Award may provide that the Bonds shall not be subject to mandatory sinking fund redemption. The Director of Finance is hereby authorized to create such sinking funds or accounts for the term Bonds as shall be necessary to accomplish the purposes of this Section.

(e) Notice of Redemption. Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Agreement. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (viii) notice that further interest on such Bonds will not accrue after the designated redemption date; and (ix) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(f) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of



redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Interest and Sinking Fund or the trust fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(g) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(h) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Interest and Sinking Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Interest and Sinking Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(i) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (j) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Interest and Sinking Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(j) Unclaimed Monies. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

#### Section 8. Paying Agent.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby consent to and confirm the appointment of Director of Finance to act as the initial paying agent for the Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Bonds, or from the Interest and Sinking Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) Resignation, Removal and Replacement of Paying Agent. The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the County after consultation with the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) Principal Corporate Trust Office. The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of Director of Finance of the County, in Sacramento, California, or the principal corporate trust office of any successor Paying Agent.

(d) Registration Books. The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records

shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Certificate of Award, DTC is hereby appointed depository for the Bonds and the Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds maturing in a single year or, if Bonds maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

#### Section 10. Transfer and Exchange.

(a) Transfer. Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds, of the same maturity, Interest Payment Date and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Bonds for redemption, and (ii) after any Bond has been selected for redemption.

(b) Exchange. The Bonds may be exchanged for Bonds of other authorized denominations of the same maturity and Interest Payment Date, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds of the same maturity and interest payment mode and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Bonds for redemption, and (ii) after any Bond has been selected for redemption.

Section 11. Sale of Bonds. The Bonds shall be sold upon the taking of public bids and shall be offered by means of an Official Notice of Sale, substantially in the form presented to the Board at this meeting. Such bonds shall be sold to the responsible bidder who makes the best responsive bid therefor, after publication of a Notice of Intention to Sell Bonds once at least five (5) days before the date of sale in a financial publication generally circulated throughout the State of California or which the Municipal Advisor advises is expected to be disseminated among prospective bidders for the Bonds. The Official Notice of Sale with respect to the competitively sold Bonds shall require that (i) the purchase price of such Bonds shall be no less than the principal amount thereof; (ii) such Bonds shall otherwise conform to the limitations specified in this Resolution, including specifically those terms prescribed by this section. The forms of the Official Notice of Sale on file with the Secretary to the Board are hereby approved, and the Authorized Officers are each hereby authorized to publicize one or more instruments in substantially said form and award the sale pursuant thereto and pursuant to one or more certificates of award (the "Certificate of Award"), subject to such changes or revisions to the Official Notice of Sale as may be acceptable to the Authorized Officer, and the District's approval of all such changes shall be conclusively evidenced by the execution and delivery of the Certificate of Award. The District reserves the right to reject all bids and to re-bid the Bonds or, if necessary, to sell the Bonds by negotiated sale as permitted by law, upon consultation the District's Municipal Advisor, and upon terms and conditions otherwise in conformity with the limitations contained in this Resolution.

The Certificate of Award or such other document awarding the sale of Bonds, shall recite the terms of the Bonds sold under such document in accordance with Section 5 hereof as determined in the sale thereof. The Certificate of Award shall recite the aggregate principal amount of the Bonds and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof if any.

In accordance with Section 15146(g) of the Education Code, to the extent not contracted to be paid by the Purchaser, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by U.S. Bank Trust Company, National Association, as cost of issuance administrator, proceeds of sale of the Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Bonds sold, as shall be set forth in the Certificate of Award, for the purposes of paying the costs associated with the issuance of the Bonds not contracted to be paid by the Purchaser, if any.

In accordance with subsection (h) and (i) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the Interest and Sinking Fund of the District proceeds of sale of the Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Bonds for a period of two years from the date of issuance of the Bonds, as shall be set forth in the Certificate of Award, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

For purposes of Education Code section 15146(b) and Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Bonds; (b) the costs

associated with the issuance of the Bonds; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Bonds through the final maturity of the Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. Continuing Disclosure Agreement. The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Continuing Agreement in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the applicable Continuing Disclosure Agreement by such Authorized Officer.

Section 13. Approval of Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2 12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 14. Approval of Official Statement. The preparation and delivery of an Official Statement with respect to the Bonds, and its use by the Purchaser in connection with the offering and sale of the Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Purchaser.

Section 15. Application and Investment of Proceeds.

(a) Proceeds Deposit. The proceeds from the sale of the Bonds shall be deposited in the County Treasury to the credit of the Building Fund of the District. Any premium or accrued interest received by the District shall be deposited in the Interest and Sinking Fund of the District in the County Treasury. Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Building Fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Interest and Sinking Fund may only be applied to make payments of interest, principal, and premium, if any, on bonds of the District.

(b) Investment of Proceeds. Amounts deposited into the Building Fund and the Interest and Sinking Fund, as well as proceeds of taxes held therein for payment of the Bonds, will be invested at the Director of Finance's discretion pursuant to law and the investment policy of the County.

Section 16. Tax Covenants.

(a) Adverse Effect. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate with respect to the Bonds to be executed by the District on the date of issuance of such Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Bonds.

(b) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Director of Finance on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Director of Finance in writing, and the District shall make its best efforts to ensure that the Director of Finance shall take such action as may be necessary in accordance with such instructions.

(c) Legal Opinion. Notwithstanding any provision of this Section, if the District shall provide to the Director of Finance an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on Bonds under Section 103 of the Code, the Director of Finance may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate with respect to the Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 17. Professional Services. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Bonds. Dale Scott & Co., Inc. shall serve as Municipal Advisor for the Bonds.

Section 18. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 19. Approval of Negotiated Sale. In the event that the sale of the Bonds by public bid pursuant to the Official Notice of Sale does not achieve favorable sale results for the District, the Board hereby approves, upon consultation with the Municipal Advisor, of the sale of the Bonds on a negotiated basis to an underwriter to be selected by the District. If the Bonds are to be sold by negotiated sale, it is because conditions in the municipal marketplace are sufficiently complex and an underwriter can provide increased flexibility in structuring and planning the sale of the Bonds. Upon a negotiated sale, each reference herein to the Certificate of Award shall be deemed to refer to a Bond Purchase Agreement, the form of which is on file with the Secretary of the Board and hereby approved. In the event that the Bonds are to be sold by negotiated sale, the Authorized Officers and such other officers of the District as may be authorized by the Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the District, with such additions, changes or corrections therein as the officer executing the same on behalf of the District may approve, in his/her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the underwriter.

Section 20. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 21. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Director of Finance of the County the final terms of sale of the Bonds, and to file with the office of the Director of Finance (including the Auditor-Controller Division thereof) a copy of the executed Certificate of Award and this Resolution, and the schedule of amortization of the principal of and payment on the Bonds, and to file with the Director of Finance a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Director of Finance (including the Auditor-Controller Division thereof) and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal, interest, and premium, if any, due on the Bonds in each year, and to create in the County Treasury to the credit of the District a building fund and an Interest and Sinking Fund pursuant to Section 15146 of the Education Code.

Section 22. Effective Date. This Resolution shall take effect from and after its date of adoption.



The foregoing resolution was, on the 2nd day of May, 2024, adopted by the Board of Education of the Sacramento City Unified School District at a regular meeting by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
President of the Board of Education

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board of Education

**EXHIBIT A**

FORM OF BOND

**REGISTERED**

**REGISTERED**

**NO. R-\_\_**

**\$\_\_\_\_\_**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
(COUNTY OF SACRAMENTO, CALIFORNIA)  
GENERAL OBLIGATION BOND  
2020 ELECTION, 2024 SERIES B**

**INTEREST RATE:**

**MATURITY DATE:**

**DATED:**

**CUSIP NO:**

\_\_\_%

August 1, \_\_\_\_

\_\_\_\_\_, 2024

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: DOLLARS**

The Sacramento City Unified School District (the "District") in Sacramento County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing \_\_\_\_ 1, 20\_\_\_. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before \_\_\_\_ 15, 20\_\_\_, in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially the Director of Finance of Sacramento County. Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Bond Registrar in Sacramento, California. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the Record Date. The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of a series of \$\_\_\_\_\_ of bonds approved for the purpose of financing the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith, under authority of and pursuant to the

laws of the State of California, and the requisite 55% vote of the electors of the District cast at a duly called election held on March 3, 2020, upon the question of issuing bonds in the amount of \$750,000,000, and the resolution of the Board of Education of the District adopted on May 2, 2024 (the "Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds are subject to redemption prior to maturity pursuant to the terms of the Certificate of Award dated \_\_\_\_\_, 2024.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property

taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Resolution until the Certificate of Authentication below has been signed.

**IN WITNESS WHEREOF**, the Sacramento City Unified School District, County of Sacramento, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By: [Form only/no signature required]  
President, Board of Education

COUNTERSIGNED:

By: [Form only/no signature required]  
Secretary, Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_.

\_\_\_\_\_  
[Form only/no signature required] \_\_\_\_\_  
DIRECTOR OF FINANCE OF THE COUNTY

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

\_\_\_\_\_  
Commercial bank, trust company  
or member of a national  
securities exchange.

Notice:       The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

\_\_\_\_\_  
DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**EXHIBIT B**

BOND PARAMETERS AND  
ESTIMATED COSTS OF ISSUANCE\*

1. Estimated True Interest Cost of the Bonds: 4.45%
2. Estimated Costs of Issuance, including Underwriter's Discount and potential bond insurance (the "Finance Charge"):

Underwriter's Discount:	\$ 393,750
Bond Insurance:	1,028,988
Other Costs of Issuance:	<u>285,000</u>
Total Finance Charge:	<u>\$1,707,738</u>
3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): \$262,515,000
4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Bonds (if any)): \$541,572,491

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\* The figures in this exhibit are good faith estimates provided by the District's Municipal Advisor as of April 8, 2024, and are subject to change based on market conditions at the time of sale and other factors.

OFFICIAL NOTICE OF SALE

**\$262,500,000\***  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**(SACRAMENTO COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS,**  
**ELECTION OF 2020 (MEASURE H), 2024 SERIES B**

NOTICE IS HEREBY GIVEN that *electronic bids only* for the purchase of \$262,500,000\* aggregate principal amount of Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B (the "Bonds") will be received by the Sacramento City Unified School District (the "District") at the time and in the form below specified:

**DATE AND TIME:** Thursday, June 6, 2024, until [9:00] A.M. (Pacific Daylight time).

**SUBMISSION OF BIDS:** Bids may be submitted (for receipt not later than the time set forth above) *electronically only* through the I-Deal LLC BiDCOMP/PARITY® system ("PARITY®"). See "FORM OF BID" herein.

**ISSUE; BOOK ENTRY:** \$262,500,000\* consisting of fully registered bonds. The Bonds will be dated as of their date of delivery, expected to be June 27, 2024, and will be issued in minimum denominations of \$5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

**IMPORTANT NOTE:** The District has designated a minimum and maximum purchase price at which the bonds are to be sold. See "TERMS OF SALE – Form of Bid; Minimum and Maximum Purchase Price".

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\* Preliminary, subject to change.

**MATURITIES:** The Bonds will mature, or be subject to mandatory sinking fund redemption, on the dates and in the amounts, as set forth in the following table. *Each bidder is required to specify in its bid whether, for any particular year, the Bonds will mature or, alternately, be subject to mandatory sinking fund redemption in such year:*

**\$262,500,000\***  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**(SACRAMENTO COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2020 (MEASURE H), 2024 SERIES B**

Maturity (August 1)	Principal Amount*	Maturity (August 1)	Principal Amount*
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**ADJUSTMENT OF PRINCIPAL AMOUNTS AND OF MATURITIES:** The maturity amounts set forth above for the Bonds may be adjusted either upward or downward in order to meet tax rate considerations after award of the Bonds has been made to the successful bidder. The successful bidder will be notified of the actual principal amounts and maturity schedule relating to the Bonds within 26 hours after the expiration of the time prescribed for the receipt of proposals. Any increase or decrease will be in \$5,000 increments of principal amounts. In the event of any such adjustment, no re-bidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid. The aggregate principal amount of the Bonds will be equal to \$262,500,000\* under any circumstances.

**INTEREST:** The Bonds shall bear interest, calculated on a 30/360 day basis, at a rate or rates to be fixed upon the sale thereof but not to exceed 8.00% per annum, payable semiannually on each February 1 and August 1, commencing August 1, 2024.

**PAYMENT:** Principal of the Bonds will be payable upon surrender at Director of Finance of Sacramento County, Sacramento, California (the "Paying Agent"). Interest on the Bonds will be payable by check or draft mailed by first class mail to the owner at the address listed on the registration books maintained by the Paying Agent for such purpose.

**REGISTRATION:** The Bonds will be issued as fully registered bonds as to both principal and interest. The Bonds will be issued in the book-entry system of The Depository

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\* Preliminary; subject to change.



Trust Company ("DTC"), and the ownership of the Bonds will be registered to the nominee of DTC.

**OPTIONAL REDEMPTION:** The Bonds maturing on and prior to August 1, 2034, are not subject to redemption prior to their stated maturity date. The Bonds maturing on and after August 1, 2035, are subject to redemption prior to their stated maturity date at the option of the District, in whole or in part on any date on or after August 1, 2034 (in inverse order of maturity and by lot with a maturity), from any source lawfully available therefor, at a redemption price equal to the principal amount of the Bonds called for redemption, together with accrued interest to the date fixed for redemption without premium.

**SINKING FUND REDEMPTION:** Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

**PURPOSE:** A duly called municipal election was held in the District on March 3, 2020, and thereafter canvassed pursuant to law. At such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith (the "Project") in the maximum aggregate principal amount of \$750,000,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the District. The Bonds represent the second issue under the Authorization and are being issued for the purpose of raising moneys for the Project and other authorized costs.

**SECURITY:** The Bonds are general obligations of the District. The Sacramento County Board of Supervisors has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property).

**RATING:** Moody's Investors Service has assigned the rating of "[A3]" to the Bonds.

**MUNICIPAL BOND INSURANCE; BIDDER'S OPTION:** The District has applied to certain bond insurance companies for a commitment to issue a policy insuring the payment when due of principal of and interest on the Bonds. In the event the District obtains a commitment for municipal bond insurance, each bidder has the option to elect whether such insurance will be issued. If the winning bidder elects to obtain any policy of municipal bond insurance, the premium for such insurance and the costs of any related ratings will be paid by the bidder, and the District will have no responsibility for payment of such premium and costs.

**CERTIFICATE REGARDING MUNICIPAL BOND INSURANCE:** If the winning bidder elects to obtain a policy of municipal bond insurance for the Bonds, the bidder will be required to execute and deliver to the District a certificate, in form and substance acceptable to bond counsel, stating that (a) the present value of the fees for the municipal bond insurance policy is less than the present value of expected interest savings as a result of the insurance,

determined by using the yield of the Bonds as the discount rate in computing present value; and (b) based on the experience of the purchaser in assisting issuers to obtain municipal bond insurance, the fees for the bond insurance policy do not exceed a reasonable arm's length charge for transfer of the credit risk represented by the insurance and do not include any payment for any direct or indirect services other than the transfer of credit risk.

### **TERMS OF SALE**

**INTEREST RATE:** No rate of interest may be bid which exceeds 8.00% per annum. Each rate bid must be a multiple of one-twentieth of one percent (1/20%) or one-eighth of one percent (1/8%), and a zero rate of interest cannot be specified. No Bond shall bear more than one interest rate, and all Bonds of the same maturity shall bear the same rate. Each Bond must bear interest at the rate specified in the bid from its dated date to its fixed maturity date.

**FORM OF BID; MINIMUM AND MAXIMUM PURCHASE PRICE:** Each proposal must be for not less than all of the Bonds hereby offered for sale. The minimum purchase price to be paid to the District for the Bonds shall not be less than \_\_\_% of the par value thereof. The maximum purchase price to be paid to the District for the Bonds shall not be more than \_\_\_% of the par value thereof. This purchase price is net of purchaser's compensation and bond insurance premium, if obtained. No bid will be entertained which fails to satisfy the minimum and maximum purchase price requirements specified in this paragraph. In addition, no bid shall provide for original issue premium, net of purchaser's compensation and bond insurance premium, if obtained, which results in remaining original issue premium which exceeds interest due on the Bonds in the first 3 years.

To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about BiDCOMP/PARITY®, bidders may contact Dale Scott & Company (415) 956-1030 or BiDCOMP/PARITY® at (212) 404-8102.

THE DISTRICT RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY AND COMPLETE. NONE OF THE DISTRICT, DALE SCOTT & CO., INC. ("MUNICIPAL ADVISOR"), OR DANNIS WOLIVER KELLEY ("BOND COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE OR NOT RECEIVED.

EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH BiDCOMP/PARITY® AND THAT BiDCOMP/PARITY® IS NOT ACTING AS AN AGENT OF THE DISTRICT. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM BiDCOMP/PARITY® AND THE DISTRICT ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF BiDCOMP/PARITY®. THE DISTRICT SHALL ASSUME THAT ANY BID RECEIVED THROUGH BiDCOMP/PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE DISTRICT WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER, NONE OF THE DISTRICT, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME ANY RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR ACCEPTED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE DISTRICT AND THE DISTRICT

SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY BiDCOMP/PARITY® AS THE OFFICIAL TIME.

**BEST BID:** The Bonds will be awarded to the responsible bidder or bidders offering to purchase the Bonds at the *lowest true interest cost* to the District. The true interest cost of each bid will be determined on the basis of the present value of the aggregate future semiannual payments resulting from the interest rates specified by the bidder. The present value will be calculated to the dated date of the Bonds (assumed to be June 27, 2024) and will be based on the proposed bid amount (par value plus any premium). For the purpose of making such determination, it shall be assumed that any Bond designated as term bonds by the bidder shall be deemed to be payable on the dates and in the amounts as shown under the section entitled "MATURITIES" herein. Each bidder is requested, but not required, to state in his bid the percentage true interest cost to the District, which shall be considered as informative only and shall not be binding on either the bidder or the District. The determination of the best bid by the District's Municipal Advisor shall be binding and conclusive on all bidders.

**RIGHT OF CANCELLATION OF SALE BY DISTRICT:** The District reserves the right, in its sole discretion, at any time to cancel the public sale of the Bonds. In such event, the District shall cause notice of cancellation of this invitation for bids and the public sale of the Bonds to be communicated through PARITY® as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Bonds.

**RIGHT TO MODIFY OR AMEND:** The District reserves the right, in its sole discretion, to modify or amend this official Notice of Sale at any time prior to the date and time for the receipt of bids, communicated through PARITY®.

The District reserves the right to increase or decrease the principal amount of any maturity of the Bonds. The aggregate principal amount of the Bonds will be equal to \$262,500,000\* under any circumstances. The District will give notice of any such adjustment to the successful bidder as soon as practicable following the notification of award. No such adjustment will alter the basis upon which the best bid is determined.

**RIGHT OF POSTPONEMENT BY DISTRICT:** The District reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated through the PARITY® prior to the date and time for the receipt of bids. If any date is postponed, any alternative sale date will be announced through PARITY® at least 24 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced by through PARITY® at the time the sale date and time are announced.

**RIGHT OF REJECTION:** The District reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid except that no bids will be accepted later than [9:00] A.M. on the date set for receipt of bids.

**PROMPT AWARD:** Pursuant to authority granted by the Board of Education of the District (the "Board"), the Superintendent, the Chief Business and Operations Officer, or the designee of either of them, will take action awarding the Bonds or rejecting all bids not later

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\* Preliminary, subject to change.

than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of proposals; provided, that the award may be made after the expiration of the specified time if the bidder shall not have given to said Board notice in writing of the withdrawal of such proposal.

**PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY:** It is expected that said Bonds will be delivered to DTC for the account of the successful bidder within thirty (30) days from the date of sale thereof. The successful bidder shall have the right, at his option, to cancel its obligation to purchase the Bonds if the Bonds are not tendered for delivery within thirty (30) days from the date of the sale thereof, and in such event the successful bidder shall be entitled to the return of the deposit accompanying his bid.

**[NO GOOD FAITH DEPOSIT:** A good faith deposit is not required in connection with the sale of the Bonds.]

**CHANGE IN TAX EXEMPT STATUS:** At any time before the Bonds are tendered for delivery, the successful bidder may disaffirm and withdraw their proposal if the interest received by private holders from Bonds of the same type and character shall be declared to be taxable income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable, or be required to be taken into account in computing federal income taxes (except alternative minimum taxes and environmental taxes payable by corporations) by any federal income tax law enacted subsequent to the date of this notice.

**ESTABLISHMENT OF ISSUE PRICE:** The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at closing an "issue price" certificate setting forth the reasonable expected initial offering price to the public or the sale price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Appendix A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the District and Bond Counsel. All actions to be taken by the District under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the District's Municipal Advisor identified herein and any notice or report to be provided to the District may be provided to the District's Municipal Advisor.

The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the District shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The District will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. **Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.**

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

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

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds

to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

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

(iv) "sale date" means the date that the Bonds are awarded by the District to the winning bidder.

**CLOSING PAPERS; BOND PRINTING:** Each proposal will be understood to be conditioned upon the District furnishing to the purchaser, without charge, concurrently with payment for and delivery of the Bonds, the following closing papers, each dated the date of delivery:

(a) The opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel, approving the validity of the Bonds and stating that, subject to the District's compliance with certain covenants, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof and interest on the Bonds is exempt from personal income taxes of the State of California. Other tax consequences to holders of the Bonds, if any, are not addressed in the opinion;

(b) A certificate of the District certifying that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds;

(c) A certificate of the District, signed by officers and representatives of the District, certifying that the officers and representatives have signed the Bonds whether by facsimile or manual signature, and that they were respectively duly authorized to execute the same;

(d) The receipt of the County of Sacramento evidencing the receipt of the net purchase price of the Bonds;

(e) A certificate of the District, certifying that there is no known litigation threatened or pending affecting the validity of the Bonds; and

(f) A certificate of the District, signed by an officer of the District, acting in his/her official capacity, to the effect that at the time of the sale of the Bonds, and at all times subsequent thereto up to and including the time of the delivery of the Bonds, the Official Statement relating to the Bonds did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses of printing CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of said numbers shall be paid by the successful bidder.

**CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION:** The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory Commission when due.

**DTC FEES:** All fees due DTC with respect to the Bonds shall be paid by the successful bidder or bidders.

**OFFICIAL STATEMENT:** The District has caused to be prepared a Preliminary Official Statement describing the Bonds in a form deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for certain information which is permitted under said Rule 15c2-12 to be omitted from the Preliminary Official Statement. A copy of the Preliminary Official Statement will be furnished upon request to Dale Scott & Co., Inc., 548 Market Street, #44410 San Francisco, CA 94104-5401 telephone (415) 956-1030. The District will furnish to the successful bidder within seven business days following the date of award, at no charge, not in excess of 25 copies of the Official Statement for use in connection with any resale of the Bonds.

**DISCLOSURE CERTIFICATE:** The District will deliver to the purchaser of the Bonds a certificate of an official of the District, dated the date of Bond delivery, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no material adverse change in the condition of the District which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds.

**CONTINUING DISCLOSURE:** In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the District will undertake, pursuant to the resolution authorizing issuance of the Bonds and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

Dated: May 30, 2024

## APPENDIX A

### FORM OF ISSUE PRICE CERTIFICATE

**\$262,500,000\***  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**(SACRAMENTO COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS,**  
**ELECTION OF 2020 (MEASURE H), 2024 SERIES B**

The undersigned, on behalf of [PURCHASER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Underwriter to purchase the Bonds.

(b) Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by Underwriter constituted a firm offer to purchase the Bonds.

**2. Defined Terms.**

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

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

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [June 6], 2024.

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

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\* Preliminary, subject to change



The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dannis Woliver Kelley in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

[PURCHASER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**SCHEDULE A**

EXPECTED OFFERING PRICES

(To be attached)

**SCHEDULE B**

COPY OF UNDERWRITER'S BID

(To be attached)

NEW ISSUE – BOOK ENTRY ONLY

RATING:  
Moody's: "\_\_\_"  
(See "RATING" herein.)

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



**\$262,500,000\***  
**Sacramento City Unified School District**  
**(Sacramento County, California)**  
**2024 General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B**

**Dated:** Date of Delivery

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

The Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H), 2024 Series A (the "Bonds") are being issued by the Sacramento Unified School District (the "District") to finance the acquisition, construction, furnishing and equipping of District facilities, and to pay certain costs of issuance associated therewith, as more fully described herein under the caption "THE PROJECTS." The Bonds were authorized at an election within the District held on March 3, 2020 (the "Election") at which at least fifty-five percent of the registered voters voting on the proposition known as Measure "H" voted to authorize the issuance and sale of \$750,000,000 aggregate principal amount of general obligation bonds of the District (the "2020 Authorization"). The Bonds are the second series of general obligation bonds issued under the 2020 Authorization and are issued on a parity basis with all other outstanding general obligation bonds of the District.

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

Interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2025, as described herein. See "THE BONDS – Payment of the Bonds" herein.

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

**The Bonds are subject to redemption prior to maturity as described herein.** See "THE BONDS – Redemption" herein.

The District has applied for insurance to guarantee the scheduled payment of principal of and interest on the Bonds when due under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds.

**MATURITY SCHEDULE**  
On Inside Cover Page

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

**The Bonds will be sold to an Underwriter (defined herein) by competitive sale pursuant to the terms of an Official Notice of Sale dated \_\_\_\_\_, 2024 for such Bonds. See "METHOD OF SALE" herein.**

*The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, Long Beach, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, Long Beach, California, is acting as Disclosure Counsel for the issue. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about \_\_\_\_\_, 2024.*

The Date of this Official Statement is: \_\_\_\_\_, 2024.

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

\* Preliminary; subject to change.

**MATURITY SCHEDULE**

**\$262,500,000\***

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**(SACRAMENTO COUNTY, CALIFORNIA)**

**GENERAL OBLIGATION BONDS, ELECTION OF 2020 (MEASURE H), 2024 SERIES B**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP (785870)<sup>1</sup></u>
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\$ \_\_\_\_\_ % Term Bonds maturing August 1, 20\_\_; Yield \_\_\_\_%; CUSIP<sup>1</sup> 785870 \_\_\_\_

\* Preliminary; subject to change.

<sup>1</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter, or their agents or counsel assumes responsibility for the accuracy of such numbers.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Sacramento County, State of California**

**Board of Education**

Lavinia Grace Phillips, *President, Trustee Area 7*  
Jasit Singh, *1st Vice President, Trustee Area 6*  
Chinua Rhodes, *2nd Vice President, Trustee Area 5*  
Tara Jeane, *Member, Trustee Area 1*  
Taylor Kayatta, *Member, Trustee Area 2*  
Christina Pritchett, *Member, Trustee Area 3*  
Jamee Villa, *Member, Trustee Area 4*

**District Administrators**

Lisa Allen, *Superintendent*  
Mary Hardin Young, *Deputy Superintendent*  
Janea Marking, *Chief Business and Operations Officer*  
Brian Heap, *Chief Communications Officer*  
Cancy McArn, Ed.D. *Chief Human Resource Officer*  
Rodney Moore, *Chief Legal Officer*  
Tim Rocco, *Chief Information Officer*  
Yvonne Wright, *Chief Academic Officer*

**SPECIAL SERVICES**

**Bond Counsel and Disclosure Counsel**

Dannis Woliver Kelley  
*Long Beach, California*

**Municipal Advisor**

Dale Scott & Co., Inc.  
*San Francisco, California*

**Paying Agent**

Sacramento County Director of Finance  
*Sacramento, California*

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION .....	1
General .....	1
Registration .....	1
The District.....	1
Sources of Payment for the Bonds .....	2
Continuing Disclosure .....	2
Professionals Involved in the Offering.....	2
Forward-Looking Statements .....	2
Closing Date .....	3
THE BONDS .....	3
Authority for Issuance .....	3
Purpose of Issue .....	3
Description of the Bonds .....	3
Payment of the Bonds.....	4
Redemption .....	4
Selection of Bonds for Redemption .....	5
Notice of Redemption .....	5
Right to Rescind Notice of Redemption.....	6
Effect of Notice of Redemption .....	6
Transfer and Exchange.....	6
Defeasance .....	6
Book-Entry Only System .....	7
Continuing Disclosure Agreement .....	7
SOURCES AND USES OF FUNDS.....	7
District Investments.....	7
DEBT SERVICE SCHEDULE .....	8
SECURITY FOR THE BONDS.....	11
General .....	11
Property Taxation System .....	11
Restrictions on use of <i>Ad Valorem</i> Taxes and Statutory Lien on Debt Service.....	11
Pledge of Tax Revenues .....	12
THE PROJECTS .....	12
TAX BASE FOR REPAYMENT OF THE BONDS .....	12
<i>Ad Valorem</i> Property Taxation.....	12
Assessed Valuations .....	13
Natural Disasters Impacting Assessed Valuations .....	14
Re-assessments and Appeals of Assessed Valuations .....	16
Assessed Valuation by Jurisdiction .....	17
Assessed Valuation by Land Use .....	18
Assessed Valuation of Single Family Homes.....	19
Largest Taxpayers .....	20
Tax Rates.....	21
The Teeter Plan .....	21
Tax Levies and Delinquencies.....	22
Direct and Overlapping Debt .....	22
DISTRICT FINANCIAL INFORMATION .....	24
State Funding of Education .....	24
Revenue Sources .....	28
Developer Fees.....	29
COVID-19 and its Economic Impact .....	29
Impact of COVID-19 on California School Districts .....	30
Budget Procedures.....	31
2018-19 Budget Disapproval and Initial County Oversight .....	32
Implementation of Fiscal Recovery Plans .....	32

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
Conditional Approval of Fiscal Years 2021-22 and 2022-23 Budgets.....	33
SCOE Approval of Fiscal Year 2023-24 Budget .....	33
Qualified Fiscal Year 2023-24 Second Interim Report .....	33
FCMAT Fiscal Health Risk Analysis.....	34
FCMAT Management Assistance .....	34
State Audit.....	35
Comparative Financial Statements .....	36
General Fund Balance Sheet .....	45
Accounting Practices.....	46
State Budget Measures .....	46
<b>CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES.....</b>	<b>50</b>
Article XIII A of the California Constitution .....	50
Legislation Implementing Article XIII A.....	51
Proposition 50 and Proposition 171 .....	52
Unitary Property .....	53
Article XIII B of the California Constitution .....	53
Article XIII C and Article XIII D of the California Constitution .....	54
Proposition 26 .....	55
Proposition 98 .....	55
Proposition 111 .....	56
Proposition 39 .....	57
Jarvis v. Connell.....	57
Proposition 1 A and Proposition 22.....	58
Proposition 30 .....	59
Proposition 55 .....	60
Proposition 51 .....	60
Proposition 2 .....	60
Future Initiatives .....	63
<b>SACRAMENTO CITY UNIFIED SCHOOL DISTRICT.....</b>	<b>63</b>
Introduction .....	63
Board of Education.....	63
Key Personnel .....	64
Employees and Labor Relations .....	64
District Retirement Systems .....	65
Other Post-Employment Benefits.....	69
Risk Management.....	70
District Debt Structure.....	71
Short-Term Debt .....	73
<b>SACRAMENTO COUNTY INVESTMENT POOL .....</b>	<b>74</b>
<b>CONTINUING DISCLOSURE.....</b>	<b>74</b>
<b>LEGAL MATTERS .....</b>	<b>74</b>
Limitation on Remedies; Amounts Held in the County Treasury Pool .....	75
California Senate Bill 222 .....	75
<b>TAX MATTERS .....</b>	<b>76</b>
<b>LEGALITY FOR INVESTMENT .....</b>	<b>78</b>
<b>RATING .....</b>	<b>78</b>
<b>METHOD OF SALE .....</b>	<b>78</b>
<b>NO LITIGATION.....</b>	<b>78</b>
<b>OTHER INFORMATION .....</b>	<b>80</b>



**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
APPENDIX A – FORM OF BOND COUNSEL OPINION .....	A-1
APPENDIX B – SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023.....	B-1
APPENDIX C – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO .....	C-1
APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT .....	D-1
APPENDIX E – SACRAMENTO COUNTY TREASURY POOL AND INVESTMENT POLICY STATEMENT.....	E-1
APPENDIX F – BOOK-ENTRY ONLY SYSTEM .....	F-1

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

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

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

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

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

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

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

**\$262,500,000\***  
**Sacramento City Unified School District**  
**(Sacramento County, California)**  
**General Obligation Bonds, 2020 Election (Measure H), 2024 Series A**

**INTRODUCTION**

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

**General**

The Sacramento City Unified School District (Sacramento County, California) (the “District”) proposes to issue \$262,500,000\* aggregate principal amount of its General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B (the “Bonds”) under and pursuant to a bond authorization (the “2020 Authorization”) for the issuance and sale of not more than \$750,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the proposition known as Measure “H” at a general election held on March 3, 2020 (the “Election”). Pursuant to the 2020 Authorization, on July 21, 2022, the District issued its \$225,000,000 General Obligation Bonds, Election of 2020 (Measure H), 2022 Series A (the “Series A Bonds”). The Bonds constitute the second series of bonds to be issued under the 2020 Authorization. Subsequent to the issuance of the Bonds, \$262,500,000\* aggregate principal amount of general obligation bonds will remain for issuance pursuant to the 2020 Authorization.

Proceeds from the sale of the Bonds will be used to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith. See “THE BONDS – Purpose of Issue” and “THE PROJECTS” herein.

**Registration**

The Sacramento County Director of Finance (the “Director of Finance”) will act as the paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

**The District**

The District is located in Sacramento County, California (the “County”) and spans 70 square miles. The District was established in 1854 and, as of fiscal year 2022-23, is the 12th largest school district in the State of California (the “State”), as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capital of the State, the City of Sacramento (the “City”). The District operates forty-two elementary schools for grades K-6, seven K-8 schools, six middle schools for grades seven through eight, two middle/high schools for grades seven through twelve, seven comprehensive high schools for grades nine through twelve, three alternative schools, two special education centers, two adult education centers, fifteen charter schools (including five

\* Preliminary; subject to change.

dependent charter schools) and forty-two children’s centers/preschools. The funded average daily attendance (“ADA”) for the District for fiscal year 2023-24 is budgeted to be approximately 35,909 students, per the District’s Second Interim Report, and the District has a 2023-24 total assessed valuation of \$48,455,611,678. The audited financial statements for the District for the fiscal year ended June 30, 2023 are attached hereto as APPENDIX B. For further information concerning the District, see “SACRAMENTO CITY UNIFIED SCHOOL DISTRICT” herein.

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

### **Sources of Payment for the Bonds**

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

### **Continuing Disclosure**

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

### **Professionals Involved in the Offering**

Dannis Woliver Kelley, Long Beach, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. Dale Scott & Co., Inc., San Francisco, California, is acting as Municipal Advisor to the District in connection with the issuance of the Bonds. The above professionals will receive compensation from the District contingent upon the sale and delivery of the Bonds.

### **Forward-Looking Statements**

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

DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Closing Date**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2024.

## **THE BONDS**

### **Authority for Issuance**

The Bonds are general obligations of the District. The Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State (the “Government Code”), commencing with Section 53506 thereof, applicable provisions of the Education Code of the State (the “Education Code”), and pursuant to a resolution of the Board adopted on \_\_\_\_\_, 2024 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

### **Purpose of Issue**

The net proceeds of the Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes, among other things: upgrading student classrooms, labs, libraries, and learning technology for quality instruction in math, science, arts and engineering; providing modern career training centers; updating schools to meet current academic and safety standards; and acquiring, repairing, constructing, and equipping school facilities (the “Projects”). See “THE PROJECTS” herein.

### **Description of the Bonds**

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

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

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

## **Payment of the Bonds**

Principal of the Bonds is payable on August 1 of each year as shown on the inside front cover page hereof until maturity or the earlier redemption thereof. Interest on the Bonds is payable commencing February 1, 2025, and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date”). The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rate applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the “Record Date”). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Record Date, in which event interest shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

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

## **Redemption\***

***Optional Redemption.*** The Bonds maturing on or before August 1, 2034 are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 2035 may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 2034 at a redemption price equal to the par amount of the Bonds of such series to be redeemed, plus accrued interest to the date of redemption, without premium.

\* Preliminary; subject to change.

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

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

\* Maturity.

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

**Selection of Bonds for Redemption**

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

**Notice of Redemption**

When redemption is authorized, the Paying Agent, shall give notice of the redemption of the Bonds at least 30 but not more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify, in accordance with the Resolution: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (viii) notice that further interest on such Bonds will not accrue after the designated redemption date; and (ix) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

### **Right to Rescind Notice of Redemption**

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

### **Effect of Notice of Redemption**

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

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

### **Transfer and Exchange**

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

### **Defeasance**

If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (j) of this Section shall apply in all events.



For purposes of the Resolution, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Interest and Sinking Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

**Book-Entry Only System**

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

**Continuing Disclosure Agreement**

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), substantially in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See “CONTINUING DISCLOSURE” herein and APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

**SOURCES AND USES OF FUNDS**

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

	Total
<i>Sources of Funds</i>	
Principal Amount of Bonds	
Original Issue Premium	
Total Sources	
 <i>Uses of Funds</i>	
Deposit to Building Fund	
Deposit to Interest and Sinking Fund	
Costs of Issuance <sup>(1)</sup>	
Total Uses	

<sup>(1)</sup> Includes Underwriter’s discount, Bond and Disclosure Counsel fees, bond insurance premium, if any, municipal advisory fees, paying agent fees, rating agency fees, and other costs of issuance.

**District Investments**

The Director of Finance manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the County by school and community college districts located in the County, various special districts, and some cities within the State. State law generally requires that all moneys of the County, school and community college districts and certain special districts located in the

County be held in the County Treasury. The County invests moneys of school and community colleges over which it has jurisdiction in its pooled investment fund (the “Investment Pool”).

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

**DEBT SERVICE SCHEDULE**

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

**ANNUAL DEBT SERVICE ON THE BONDS**

Bond Year Ending (August 1)	Principal	Interest	Total Debt Service
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
<b>Total</b>			

The table on the following page shows the annual debt service payments on all of the District’s outstanding general obligation bonds, comprising the General Obligation Bonds, Election of 2002, Series 2007 (“2002 Series 2007 Bonds”), the General Obligation Bonds (Measures Q and R) (Election of 2012), 2013 Series B (Qualified School Construction Bonds) (Taxable) (“2013 Series B Bonds”), the 2014 General Obligation Refunding Bonds (“2014 Refunding Bonds”), the 2015 General Obligation Refunding Bonds (“2015 Refunding Bonds”), the General Obligation Bonds (Measure Q) (Election of 2012), 2015 Series C-1 (Tax-Exempt) (“2015 Series C Bonds”), the General Obligation Bonds, Election of 2012 (Measure Q), 2016 Series D (“2016 Series D Bonds”), the General Obligation Bonds, Election of 2012 (Measure Q), 2017 Series E (2017 Series E Bonds”), the General Obligation Bonds, Election of 2012 (Measure R), 2017 Series C (“2017 Series C Bonds”), the General Obligation Bonds, Election of 2012 (Measure Q), 2018 Series F (“2018 Series F Bonds”), the General Obligation Bonds, Election of 2012 (Measure R), 2019 Series D (“2019 Series D Bonds”), the General Obligation Bonds, Election of 2012 (Measure Q), 2021 Series G (“2021 Series G Bonds”) the 2021 General Obligation Refunding Bonds (“2021 Refunding Bonds”), the General Obligation Bonds, Election of 2020 (Measure H), 2022 Series A (“2022 Series A Bonds”) and 2022 General Obligation Refunding Bonds (“2022 Refunding Bonds”) the 2024 General Obligation Refunding Bonds, Series A and Series B (“2024 Refunding Bonds”), and the Bonds.

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Total Annual Debt Service**  
**Outstanding General Obligation Bonds<sup>(1)</sup>**

Period Ending <sup>(2)</sup>	2002 Series 2007 Bonds <sup>(3)</sup>	2013 Series B Bonds <sup>(4)(5)</sup>	2014 Refunding Bonds <sup>(3)</sup>	2015 Refunding Bonds <sup>(3)</sup>	2015 Series C Bonds <sup>(4)</sup>	2016 Series D Bonds <sup>(4)</sup>	2017 Series E Bonds <sup>(4)</sup>	2017 Series C Bonds <sup>(4)</sup>	2018 Series F Bonds <sup>(4)</sup>	2019 Series D Bonds <sup>(4)</sup>	2021 Series G Bonds	2021 Refunding Bonds	2022 Series A Bonds	2022 Refunding Bonds	2024 Refunding Bonds	The Bonds	Total
2024	\$5,225,000	\$2,796,667	\$4,999,300	\$261,125	\$3,173,125	\$613,600	\$3,601,275	\$394,950	\$657,995	\$851,016	\$1,478,100	\$5,853,400	\$18,543,550	\$5,146,375	\$2,385,904		
2025	5,510,000	3,926,667	5,698,100	522,250	4,199,000	788,400	5,123,550	568,900	--	1,181,231	2,894,800	6,316,200	8,284,600	6,250,750	4,404,863		
2026	5,725,000	3,926,667	5,910,850	522,250	4,201,500	786,400	5,129,300	567,400	--	1,184,631	2,999,200	6,317,000	8,284,600	6,344,250	4,407,363		
2027	6,280,000	3,926,667	6,125,600	522,250	3,598,250	788,000	5,124,300	570,400	--	1,182,031	3,104,000	1,983,800	8,284,600	9,923,500	5,007,863		
2028	6,525,000	3,926,667	--	4,192,250	4,099,250	788,800	5,128,800	567,650	--	1,183,631	3,209,000	3,594,600	8,284,600	8,623,500	6,536,363		
2029	6,765,000	3,926,667	--	3,958,750	2,530,500	778,800	3,312,050	569,400	--	1,184,231	3,324,000	1,253,200	8,284,600	11,163,750	10,294,863		
2030	7,015,000	3,926,667	--	3,312,750	2,764,000	738,400	4,569,800	525,400	--	1,183,831	3,438,400	--	8,414,600	8,369,500	8,843,988		
2031	9,525,000	3,926,667	--	--	3,173,250	778,800	4,164,000	570,400	--	545,831	3,557,000	--	8,803,100	8,510,250	6,497,613		
2032	9,860,000	3,926,667	--	--	4,463,750	791,800	5,286,000	528,200	--	1,213,081	3,684,400	--	9,066,850	--	3,708,363		
2033	--	3,926,667	--	--	1,725,250	568,400	5,235,200	572,200	--	1,166,831	3,815,000	--	8,626,100	--	7,489,113		
2034	--	3,926,667	--	--	4,445,750	798,000	5,286,600	474,000	--	1,164,850	3,948,400	--	9,090,350	--	4,627,863		
2035	--	3,926,667	--	--	4,373,750	662,800	5,071,000	544,200	--	1,191,600	4,084,200	--	10,460,350	--	3,972,113		
2036	--	3,926,667	--	--	2,932,000	657,200	5,138,800	576,200	--	1,217,225	4,227,000	--	9,429,600	--	5,418,113		
2037	--	3,926,667	--	--	4,685,400	811,300	1,628,800	191,400	--	1,216,725	4,376,200	--	8,624,600	--	9,112,113		
2038	--	3,738,333	--	--	4,685,200	810,300	1,628,800	556,400	--	1,214,675	4,531,200	--	10,426,350	--	7,422,863		
2039	--	--	--	--	4,688,600	808,700	4,223,800	591,800	--	1,217,100	4,686,400	--	12,576,350	--	2,319,863		
2040	--	--	--	--	4,685,200	811,500	5,655,000	595,200	--	561,700	4,851,400	--	13,447,600	--	2,002,113		
2041	--	--	--	--	--	808,550	5,659,800	592,800	--	1,238,750	5,020,400	--	13,833,350	--	1,570,125		
2042	--	--	--	--	--	--	5,657,800	594,800	--	1,235,250	5,197,800	--	14,590,100	--	1,393,350		
2043	--	--	--	--	--	--	5,654,000	596,000	--	1,236,000	5,377,800	--	6,634,100	--	9,944,450		
2044	--	--	--	--	--	--	5,658,200	591,400	--	1,235,850	5,569,800	--	13,519,100	--	3,682,950		
2045	--	--	--	--	--	--	5,654,800	596,200	--	1,234,800	5,762,800	--	17,080,425	--	767,200		
2046	--	--	--	--	--	--	5,653,800	595,000	--	1,237,850	5,966,200	--	17,750,050	--	768,000		
2047	--	--	--	--	--	--	5,659,850	592,250	--	1,234,850	6,174,000	--	18,445,100	--	768,200		
2048	--	--	--	--	--	--	--	--	--	1,235,950	6,390,400	--	5,135,350	--	9,562,800		
2049	--	--	--	--	--	--	--	--	--	1,236,000	6,614,400	--	20,681,950	--	--		
2050	--	--	--	--	--	--	--	--	--	--	--	--	21,460,825	--	--		
2051	--	--	--	--	--	--	--	--	--	--	--	--	22,262,025	--	--		
2052	--	--	--	--	--	--	--	--	--	--	--	--	23,099,225	--	--		
<b>Total<sup>(6)</sup></b>	<b>\$62,430,000</b>	<b>\$57,581,671</b>	<b>\$22,733,850</b>	<b>\$13,291,625</b>	<b>\$64,423,775</b>	<b>\$13,589,750</b>	<b>\$114,905,325</b>	<b>\$13,122,550</b>	<b>\$657,995</b>	<b>\$29,785,522</b>	<b>\$114,282,300</b>	<b>\$25,318,200</b>	<b>\$363,424,000</b>	<b>\$64,331,875</b>	<b>\$122,908,404</b>		

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

## SECURITY FOR THE BONDS

### General

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

### Property Taxation System

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

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

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

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

Pursuant to Section 53515 of the State Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

## **Pledge of Tax Revenues**

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

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

## **THE PROJECTS**

The District will apply the net proceeds of the Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list. The “Smaller Classes, Safer Schools, and Financial Accountability Act,” a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds, which was then submitted to the voters at the Election (the “Project List”). The District will prioritize and may not undertake to complete all components of the Project List. See also “THE BONDS—Purpose of Issue.”

## **TAX BASE FOR REPAYMENT OF THE BONDS**

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

### **Ad Valorem Property Taxation**

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

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

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

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

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

### **Assessed Valuations**

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

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

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

The following tables presents the historical assessed valuation in the District since fiscal year 2012-13. The District’s total assessed valuation is \$48,455,611,678 for fiscal year 2023-24.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Summary of Assessed Valuations**  
**Fiscal Years 2012-13 through 2023-24**

Fiscal Year	Local Secured <sup>(1)</sup>	Utility	Unsecured	Total	Annual % Change
2012-13	\$24,088,535,893	\$7,130,520	\$1,312,707,722	\$25,401,243,615	(1.35)%
2013-14	25,070,853,698	6,354,537	1,240,891,839	26,311,745,537	3.58
2014-15	26,203,736,543	12,146,083	1,279,564,924	27,483,301,467	4.45
2015-16	27,627,053,568	5,824,663	1,188,321,120	28,815,374,688	4.85
2016-17	29,448,310,116	5,751,502	1,271,280,326	30,719,590,442	6.61
2017-18	31,630,780,391	5,693,751	1,332,650,184	32,963,430,575	7.30
2018-19	33,920,993,517	5,636,032	1,444,875,017	35,365,868,534	7.29
2019-20	36,764,643,370	5,334,879	1,403,666,196	38,168,309,566	7.92
2020-21	38,932,165,119	5,265,184	1,497,094,117	40,429,259,236	5.92
2021-22	40,932,044,833	5,265,184	1,452,631,056	42,389,941,073	4.85
2022-23	43,729,164,723	5,146,184	1,574,518,646	45,303,683,369	6.87
2023-24	46,705,049,511	6,077,999	1,744,484,168	48,455,611,678	6.98

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

Source: *California Municipal Statistics, Inc.*

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

**Natural Disasters Impacting Assessed Valuations**

***Drought Conditions.*** Water shortfalls resulting from the driest conditions in recorded State history caused a State-wide drought State of Emergency for California in 2014 and the imposition by State regulators of reductions in water usage through 2017 when the State-wide drought ended in almost all California counties.

During fiscal years 2020-21, 2021-22, and 2022-23, much of the State experienced Severe or Extreme Drought, pursuant to the U.S. Drought Monitor Classification Scheme. Beginning in April, 2021, Governor Newsom signed several executive orders relating to the drought, including declaring states of emergency due to drought in the State. On January 4, 2022, State Water Board adopted emergency use regulations prohibiting certain wasteful water practices such as watering ornamental landscapes during rain and using potable water to clean hard surfaces and driveways. In June, 2022, additional emergency water conservation regulations took effect limiting watering of ornamental grasses in certain locations followed by additional water use regulations in December 2022, prohibiting wasteful water use practices.



On March 24, 2023, as a result of rain and snowfall in the State, Governor Newsom rolled back many of the water use restrictions in his previous drought-related executive orders but left in place certain measures aimed at wasteful water uses as well as preserving ground water supplies.

Currently, according to the U.S. Drought Monitor, most of the State is not experiencing drought and a small percentage of the State is experiencing Abnormally Dry conditions. The County is not currently experiencing drought. The District cannot predict if or when water usage restrictions might be imposed again or what impact such restrictions, if imposed, might have on the assessed valuation of the District and the local economy.

**Wildfires.** In recent years, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. During the summer of 2020, California experienced large-scale wildfires in several portions of the State. The District was not materially impacted by recent wildfires.

**Earthquakes.** All jurisdictions in California are subject to the effects of damaging earthquakes. Earthquakes are considered a threat to the District due to the highly active seismic region and the proximity of fault zones, which could influence the entire southern coastal portion of the State. An earthquake along one of the faults in the vicinity, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such a quake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake can easily exceed the resources of the District and other local public entities and would require a high level of self-help, coordination and cooperation.

**Floods.** The Federal Emergency Management Agency produces Flood Insurance Rate Maps that show that portions of the District are in a 100-year floodplain. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1-in-100 probability of occurrence in any year.

**Climate Change.** Climate change caused by human activities may have adverse effects on the property within the boundaries of the District. Climate change can also result in more variable weather patterns throughout the State, which can lead to longer and more severe droughts and wildfires as well as increased risk of flooding and a rise in sea levels. Projections of the impacts of global climate change are complex and depend on many factors that are outside the District's control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when adverse impacts of climate change will occur or the extent of such impacts.

The occurrence of natural disasters within the boundaries of the District could result in substantial damage to property within the District (including District properties) and, in turn, could substantially reduce assessed valuations of such property.

**Change in Economic Conditions.** The outbreak of COVID-19 and the corresponding measures to prevent its spread caused widespread unemployment and economic slowdown in the United States, the State and the County. Such economic slowdown created risk for economic recession or depression or a general market decline in real estate values which in turn could have led to a reduction of assessed values in the District.

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

### **Re-assessments and Appeals of Assessed Valuations**

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

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

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

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

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District. However, any reduction in assessed value within the District would simply increase the tax rate necessary to pay the Bonds and any outstanding general obligations bonds of the District. The Board of Supervisors of the County is

obligated to levy and collect *ad valorem* taxes, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on outstanding general obligation bonds of the District.

**Assessed Valuation by Jurisdiction**

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

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Assessed Valuation by Jurisdiction  
Fiscal Year 2023-24**

<u>Jurisdiction:</u>	Assessed Valuation <u>in District</u>	% of <u>District</u>	Assessed Valuation <u>of Jurisdiction</u>	% of Jurisdiction <u>in District</u>
City of Elk Grove	\$ 86,619,945	0.18%	\$27,216,448,362	0.32%
City of Rancho Cordova	1,137,485,700	2.35	12,583,331,638	9.04
City of Sacramento	41,282,257,356	85.20	71,815,018,572	57.48
Unincorporated Sacramento County	<u>5,949,248,677</u>	<u>12.28</u>	78,002,988,621	7.63
Total District	\$48,455,611,678	100.00%		
 Sacramento County	 \$48,455,611,678	 100.00%	 \$221,572,703,513	 21.87%

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Source: *California Municipal Statistics, Inc.*

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**Assessed Valuation by Land Use**

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

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Assessed Valuation and Parcels by Land Use  
Fiscal Year 2023-24**

	2023-24 <u>Assessed Valuation<sup>(1)</sup></u>	% of <u>Total</u>	No. of <u>Parcels</u>	% of <u>Total</u>
<b>Non-Residential:</b>				
Agricultural	\$ 12,134,348	0.03%	36	0.03%
Commercial/Office	8,154,007,946	17.46	3,177	3.00
Vacant Commercial	253,487,001	0.54	532	0.50
Industrial	2,430,733,886	5.20	1,414	1.33
Vacant Industrial	68,344,314	0.15	391	0.37
Recreational	433,527,236	0.93	155	0.15
Government/Social/Institutional	299,287,162	0.64	972	0.92
Miscellaneous	<u>2,111,596</u>	<u>0.00</u>	<u>255</u>	<u>0.24</u>
Subtotal Non-Residential	\$11,653,633,489	24.95%	6,932	6.54%
<b>Residential:</b>				
Single Family Residence	\$25,704,960,021	55.04%	84,381	79.62%
Condominium/Townhouse	724,059,204	1.55	2,394	2.26
Mobile Home	46,522,667	0.10	1,510	1.42
Mobile Home Park	57,265,798	0.12	33	0.03
2-4 Residential Units	2,508,332,457	5.37	6,833	6.45
5+ Residential Units/Apartments	4,873,609,595	10.43	1,639	1.55
Hotel/Motel	780,782,494	1.67	74	0.07
Miscellaneous Residential	53,698,321	0.11	144	0.14
Vacant Residential	<u>302,185,465</u>	<u>0.65</u>	<u>2,041</u>	<u>1.93</u>
Subtotal Residential	\$35,051,416,022	75.05%	99,049	93.46%
<b>Total</b>	<b>\$46,705,049,511</b>	<b>100.00%</b>	<b>105,981</b>	<b>100.00</b>

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

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## Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2023-24, including the median and average assessed value per single family parcel. According to California Municipal Statistics, Inc., the median assessed valuation of a single family home as of June 30, 2023 was \$256,375.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Per Parcel Assessed Valuation of Single Family Homes Fiscal Year 2023-24

	No. of <u>Parcels</u>	2023-24 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>			
Single Family Residential	84,381	\$25,704,960,021	\$304,630	\$256,375			
	<u>2023-24 Assessed Valuation</u>	<u>No. of Parcels<sup>(1)</sup></u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
	\$0 - \$24,999	318	0.377%	0.377%	\$ 5,459,092	0.021%	0.021%
	\$25,000 - \$49,999	2,456	2.911	3.287	100,932,878	0.393	0.414
	\$50,000 - \$74,999	4,276	5.067	8.355	268,917,414	1.046	1.460
	\$75,000 - \$99,999	5,377	6.372	14.727	472,811,192	1.839	3.299
	\$100,000 - \$124,999	5,224	6.191	20.918	587,237,861	2.285	5.584
	\$125,000 - \$149,999	5,053	5.988	26.907	694,864,899	2.703	8.287
	\$150,000 - \$174,999	5,012	5.940	32.846	814,478,710	3.169	11.456
	\$175,000 - \$199,999	4,680	5.546	38.393	876,436,416	3.410	14.865
	\$200,000 - \$224,999	4,428	5.248	43.640	941,197,713	3.662	18.527
	\$225,000 - \$249,999	4,294	5.089	48.729	1,019,747,709	3.967	22.494
	\$250,000 - \$274,999	4,381	5.192	53.921	1,150,445,366	4.476	26.970
	\$275,000 - \$299,999	3,914	4.638	58.559	1,124,188,926	4.373	31.343
	\$300,000 - \$324,999	3,676	4.356	62.916	1,147,997,414	4.466	35.809
	\$325,000 - \$349,999	3,539	4.194	67.110	1,193,145,050	4.642	40.451
	\$350,000 - \$374,999	3,125	3.703	70.813	1,131,999,077	4.404	44.855
	\$375,000 - \$399,999	2,907	3.445	74.258	1,124,270,138	4.374	49.228
	\$400,000 - \$424,999	2,632	3.119	77.378	1,085,119,974	4.221	53.450
	\$425,000 - \$449,999	2,427	2.876	80.254	1,061,131,616	4.128	57.578
	\$450,000 - \$474,999	2,123	2.516	82.770	981,006,205	3.816	61.394
	\$475,000 - \$499,999	1,777	2.106	84.876	866,178,916	3.370	64.764
	\$500,000 and greater	<u>12,762</u>	<u>15.124</u>	100.000	<u>9,057,393,455</u>	<u>35.236</u>	100.000
		84,381	100.000%		\$25,704,960,021	100.000%	

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

## Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2023-24.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Largest Total Secured Taxpayers Fiscal Year 2023-24

	2023-24	% of	
<u>Property Owner</u>	<u>Primary Land Use</u>	<u>Assessed Valuation</u>	<u>Total<sup>(1)</sup></u>
1. City of Sacramento & The Sacramento Kings	Sports Arena	\$ 352,616,833	0.75%
2. CA Sacramento Commons LLC	Apartments	221,577,456	0.47
3. Hancock SREIT Sacramento LLC	Office Building	208,921,734	0.45
4. HP Hood LLC	Industrial	195,124,902	0.42
5. SRI Eleven 621 Capitol Mall LLC	Office Building	176,077,028	0.38
6. Prime US-Park Tower LLC	Office Building	174,018,966	0.37
7. 500 Capitol Mall LLC	Office Building	154,992,504	0.33
8. 300 Capital Associates NF LP	Office Building	136,169,666	0.29
9. BRE Depot PK LLC	Industrial	132,008,859	0.28
10. Kaiser Foundation Health Plan Inc.	Office Building	130,815,339	0.28
11. Oakmont Properties The Press LLC	Apartments	123,365,562	0.26
12. DS Shopping Center LLC	Commercial	123,075,202	0.26
13. 555 CAP Partners LP	Office Building	122,609,712	0.26
14. GSA Sacramento Newco LLC	Office Building	118,293,480	0.25
15. Sacramento CA I FGF LLC	Office Building	111,030,102	0.24
16. GPT Properties Trust	Office Building	107,445,397	0.23
17. ACEF-Martin Folsom LLC	Apartments	106,883,839	0.23
18. Greenery Apartments LP & DLC Sac LLC	Apartments	102,506,669	0.22
19. Gem Crossings LLC	Apartments	97,755,594	0.21
20. California Almond Growers Exchange	Industrial	<u>93,926,024</u>	<u>0.20</u>
		<u>\$2,989,214,868</u>	<u>6.40%</u>

<sup>(1)</sup> 2023-24 local secured assessed valuation: \$46,705,049,511.

Source: *California Municipal Statistics, Inc.*

The top 20 taxpayers on the secured roll for 2023-24 account for 6.40% of the local secured assessed value in the District which is \$46,705,049,511. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2023-24 was the City of Sacramento & The Sacramento Kings accounting for 0.75% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.47% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

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## Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 3-005 within the District for fiscal years 2019-20 through 2023-24:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Typical Tax Rate per \$100 Assessed Valuation (TRA 3-005)<sup>(1)</sup>**  
**Fiscal Years 2019-20 through 2023-24**

<u>Jurisdiction</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
General	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Los Rios Community College District	0.0232	0.0223	0.0249	0.0226	0.0192
Sacramento City USD	<u>0.1139</u>	<u>0.1171</u>	<u>0.0918</u>	<u>0.1280</u>	<u>0.1278</u>
Total	1.1371	1.1394	1.1167	1.1506	1.1470

<sup>(1)</sup> 2023-24 assessed valuation of TRA 3-005 is \$13,359,009,394 which is 27.57% of the District's total assessed valuation.  
Source: *California Municipal Statistics, Inc.*

## The Teeter Plan

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

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

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

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

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

## Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2017-18 through 2022-23. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Secured Tax Charges Fiscal Years 2017-18 through 2022-23

Fiscal Year	Secured Tax Charge <sup>(1)</sup>	Amt. Del. June 30 <sup>(2)</sup>	% Del. June 30 <sup>(2)</sup>
2017-18	\$38,637,596	\$388,774	1.01%
2018-19	39,103,684	328,227	0.84
2019-20	41,260,741	496,589	1.20
2020-21	45,154,083	407,237	0.90
2021-22	37,251,231	283,368	0.76
2022-23	55,512,728	540,933	0.97

<sup>(1)</sup> Represents 1% General Fund apportionment. Excludes secured supplemental property.

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

Source: *California Municipal Statistics, Inc.*

## Direct and Overlapping Debt

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

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The following table is a statement of the District's direct and estimated overlapping bonded debt as of [May 1], 2024:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Direct and Overlapping Bonded Indebtedness**

[TO COME]

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(1) Does not include the Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: *California Municipal Statistics Inc.*

## DISTRICT FINANCIAL INFORMATION

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

### **State Funding of Education**

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

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

For fiscal year 2023-24, the LCFF provides to school districts and charter schools a Target Base Grant for each Local Education Agency ("LEA") equivalent to (a) \$10,951 per ADA for kindergarten through grade 3; (b) \$10,069 per ADA for grades 4 through 6; (c) \$10,367 per ADA for grades 7 and 8; and (d) \$12,327 per ADA for grades 9 through 12.

Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of a cost-of-living-adjustment ("COLA") is now subject to appropriation for such adjustment in the annual State budget. For fiscal year 2023-24, a 8.22% COLA was included, however, the COLA for fiscal year 2024-25 is proposed to be significantly lower. See "-- State Budget Measures – Proposed 2024-25 State Budget" for information regarding the proposed COLA for fiscal year 2024-25. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13. Beginning in fiscal year 2022-23, additional add-ons are provided for transitional-kindergarten.

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

The following table sets forth the historical enrollment (California Basic Educational Data System Actual) and ADA (second principal apportionment) for fiscal years 2011-12 through 2022-23.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Historical Enrollment and ADA**  
**Fiscal Years 2011-12 through 2022-23**

Fiscal Year	Enrollment	ADA
2011-12	43,426	41,131
2012-13	42,623	40,449
2013-14	41,638	39,985
2014-15	41,026	38,891
2015-16	41,027	38,837
2016-17	41,079	38,730
2017-18	40,852	38,647
2018-19	40,660	38,495
2019-20	40,428	38,205
2020-21	39,003	38,220
2021-22	38,043	33,550
2022-23	37,289	33,727

Source: *The District*.

**Declining Enrollment.** As shown in the table above, the District has been experiencing declining in enrollment for over a decade. The District projects and has budgeted continuing enrollment decline of approximately \_\_\_% over the next two fiscal years, as reflected in its fiscal year 2023-24 Second Interim Report and as shown in the following table. The District attributes the decline in enrollment to local demographic shifts including a decline in birth rates and families moving out of State, as well competing charter schools within the District’s territory. See “DISTRICT FINANCIAL INFORMATION – District Budgets” for a discussion of the impact of declining enrollment, among other factors, on the District’s financial condition.

The following table sets forth the ADA, enrollment, the percentage of EL/LI (“Unduplicated Count”) enrollment, and the percentage of FRPM enrollment for fiscal year 2022-23, budgeted for the current year and projections for fiscal years 2024-25 and 2025-26.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**ADA, English Language/Low Income Enrollment**  
**Fiscal Years 2022-23 through 2025-26**

Fiscal Year	ADA					Enrollment		
	TK-3	4-6	7-8	9-12	Total ADA	Total Enrollment	% of Unduplicated Count	% of FRPM Enrollment
2022-23	10,207.61	7,982.85	5,503.56	10,032.80	33,727.00	33,726.82	70.39%	70.39%
2023-24 <sup>1</sup>					35,908.99	36,762.00		
2024-25 <sup>2</sup>					34,481.17	36,320.00		
2025-26 <sup>2</sup>					33,644.20	36,135.00		

<sup>1</sup> Budgeted.

<sup>2</sup> Projected.

Source: *The District*.

Due to the COVID-19 pandemic and related State budget-implementing legislation, California school districts, other than certain charter school districts, were held harmless against any loss of ADA for purposes of calculating apportionment in the 2020-21 fiscal year, with ADA for purposes of calculation of state funding based on ADA for fiscal year 2019-20. Additionally, due to State-wide declining enrollment trends, additional hold harmless measures have been instituted to shelter school districts from large annual revenue losses. For fiscal year 2021-22, ADA for funding purposes was based on ADA for fiscal year 2019-20. The fiscal year 2022-23 budget for the State permits schools districts, on an on-going basis, to use the greater of the current year or prior year ADA or an average of the three prior years’ ADA to calculate LCFF funding. Due to the declining enrollment trends, the District calculates funded ADA based on the average of the prior three years’ ADA and expects to continue using this methodology going forward. See “DISTRICT FINANCIAL INFORMATION – State Budget Measures.”

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

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

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

School districts are also required to adopt Local Control and Accountability Plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually, covering a three year period. The State Board of Education has developed and adopted a template LCAP for use by school districts.

**Support and Intervention.** AB 97 (2013), as amended by SB 91 (2013), establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

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

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

In the last five years, the District has adopted its annual LCAP in compliance with the LCFF.

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

**Revenue Sources**

The District categorizes its General Fund revenues into four sources. The annual percentage of revenue by each source for the most recent four fiscal years, and budgeted for fiscal year 2023-24 based on the Second Interim Report is set forth in the table below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Percentage of Revenue by Source**

Revenue Source	2019-20	2020-21	2021-22	2022-23	2023-24 <sup>(1)</sup>
LCFF sources	74.7%	67.2	62.3%	60.6%	63.6%
Federal revenues	9.4	19.0	19.4	12.9	18.8
Other State revenues	14.1	12.2	16.8	24.0	16.1
Other local revenues	1.8	1.6	1.0	2.5	1.5

<sup>(1)</sup> Based on the Second Interim Report for Fiscal Year 2023-24.  
Source: *The District*.

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

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

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

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

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

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

## Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees are \$3.36 per square foot for residential housing and \$0.54 per square foot for commercial or industrial development. The following table sets forth developer fee collections by the District for the last five fiscal years and the projected developer fee collections for the current fiscal year. Developer fees collected by the District are not available to be used to pay principal of or interest on the Bonds.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Developer Fee Collections

Fiscal Year	Developer Fees Collected
2019-20	\$6,208,728.19
2020-21	5,266,712.66
2021-22	8,161,150.00
2022-23	7,940,610.00
2023-24 <sup>(1)</sup>	3,880,000.00

<sup>(1)</sup> Budgeted, per the District's fiscal year 2023-24 Second Interim Report.  
Source: *The District*.

## COVID-19 and its Economic Impact

In late 2019, an outbreak of COVID-19, a respiratory virus, initially occurred in China and subsequently spread globally. The global outbreak, together with measures undertaken to limit the spread of COVID-19 imposed by local and federal governments, caused volatility in financial markets as well as operating restrictions upon many businesses. The COVID-19 outbreak resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools through much of 2020 and portions of 2021, as well as supply chain issues and increases in inflation as these restrictions and closures have been lifted.

**Federal Response.** On March 13, 2020, in response to the COVID-19 outbreak, then President Trump declared a national emergency, making available more than \$50 billion in federal resources to combat the spread of COVID-19. Contemporaneously, Congress enacted and the President signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") to provide relief and stimulus to American businesses and individuals impacted by COVID-19. The CARES Act also designated \$339.8 billion for state and local governments with \$274 billion for COVID-19 response efforts as well as an additional \$13 billion for K-12 schools. In order to provide extensions to certain benefits previously provided under the CARES Act, as well as address ongoing economic impacts of the COVID-19 pandemic, in December, 2020, the federal government enacted the Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA") which included \$900 billion of coronavirus emergency response and relief including \$54.3 billion for K-12 schools and \$22.7 billion for higher education. In March, 2021, President Biden signed a \$1.9 trillion stimulus package (the "American Rescue Plan") into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts. The Biden Administration ended the COVID-19 emergency declarations on May 11, 2023.

**State Response.** In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency. On March 19, 2020, Governor Newsom issued

an Executive Order requiring mandatory shelter-in-place for all non-essential services. In September, 2020, the Governor replaced the Executive Order with the “Blueprint for a Safer Economy” (“Blueprint”) which provided regulations for economic and social activity on a county by county basis related to certain metrics of disease transmission. The Blueprint system was terminated on June 15, 2021 and Governor Newsom ended the State of Emergency relating to COVID-19 on February 28, 2023.

As a result of the various regulations imposed in order to slow the spread of COVID-19, economic activity within the State, the County and the community around and within the District suffered episodes of recession and/or depression. Generally, a majority of the State’s General Fund revenue is derived from personal income tax receipts. However, the fiscal year 2021-22 budget for the State and the 2022-23 State Budget (defined below) indicated increases in State revenues during the COVID-19 pandemic. The 2023-24 State Budget (defined below), however, forecasts revenues decreasing from recent years. See “See “ – State Budget Measures – 2023-24 State Budget” for additional information regarding State revenues in fiscal year 2023-24.

### **Impact of COVID-19 on California School Districts**

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

To address the impacts of school closures and the COVID-19 response, the State Legislature, in 2020, adopted legislation to appropriate \$500,000,000 from the State General Fund for any purpose related to the Governor’s declared State of Emergency. Among other things, the legislation provided that, for all school districts that complied with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to February 29, 2020, inclusive, would be reported for apportionment purposes and, further, held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak.

The District, like other school districts in the State, closed its school campuses for the remainder of the 2019-20 school year and implemented a distance learning program. The District began the 2020-21 school year with a distance learning program and began offering a hybrid model of instruction for all grades beginning in the second half of the 2020-21, when the County moved into a lower risk assessment tier under the Blueprint. The District began the 2021-22 school year offering full time in-person learning, for which the State provided grants to incentivize and assist school districts with re-opening and learning loss mitigation. The District has remained fully open since re-opening in 2021-22.

During the COVID-19 pandemic, the District received approximately \$323.8 million in aggregate relief, including funding from the CARES Act, CRRSA and the American Rescue Plan. The District has used such funding for, among other things, staff training, sanitizing supplies, educational technology, mental health services, professional development, broadband connectivity, meal services for families, and learning loss staffing and plans to use additional COVID-19 funding to improve air quality and ventilation, outdoor learning spaces, curriculum and instructional materials, and English language development and math supports.



The District cannot predict whether there will be any future COVID-19 outbreaks or whether COVID-19 will have any further impact on the District’s General Fund revenues. However, the Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the General Fund of the District. See “SECURITY FOR THE BONDS” herein.

## **Budget Procedures**

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

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

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

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent’s recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district’s budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

The District’s budget’s for fiscal years 2018-19, 2019-20 and 2020-21 were disapproved by the Sacramento County Office of Education (“SCOE”). The District’s budgets for fiscal years 2021-22, 2022-23 and 2023-24 have all been conditionally approved by SCOE. See “2018-19 Budget Disapproval and Initial County Oversight” and “- Conditional Approval of fiscal years 2021-22 and 2022-23” below.

***Interim Financial Reports.*** Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial

obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The table below presents the interim certifications for the District for each reporting period in the last five years.

Interim Report	Certification
2018-19 First Interim	Negative
2018-19 Second Interim	Negative
2019-20 First Interim	Negative
2019-20 Second Interim	Negative
2020-21 First Interim	Negative
2020-21 Second Interim	Qualified
2021-22 First Interim	Qualified
2021-22 Second Interim	Negative
2022-23 First Interim	Positive
2022-23 Second Interim	Positive
2023-24 First Interim	Positive
2023-24 Second Interim	Qualified

Source: *The District*.

### **2018-19 Budget Disapproval and Initial County Oversight**

By letter dated August 22, 2018, SCOE disapproved the District’s fiscal year 2018-19 adopted budget because while the District budget met the 2% minimum reserve requirement in fiscal year 2019-19, the fiscal year 2018-19 budget failed to do so for fiscal years 2019-20 and 2020-21 resulting in negative fund balances. Accordingly, pursuant to Section 42127 of the Education Code, increased oversight procedures were implemented. These procedures included the assignment of a fiscal advisor by SCOE (the “Fiscal Advisor”) to assist the District with building a balanced budget, including by identifying budget reductions. The Fiscal Advisor was to remain in place until a balanced budget could be achieved and had authority to stay or rescind any action that was determined to be inconsistent with the ability of the District to meet its obligations for the current or subsequent fiscal year. As of the 2023-24 fiscal year, the Fiscal Advisor has been removed. See “-SCOE Approval of Fiscal Year 2023-24 Budget” below.

### **Implementation of Fiscal Recovery Plans**

For fiscal years 2019-20 and 2020-21, the SCOE continued to disapprove the District’s budgets due to the projected negative ending fund balances shown in each budget’s multi-year projections. The District’s 2020-21 First Interim Financial Report projected that ongoing reductions of \$30 million were required in order to balance the budget, satisfy the state-mandated 2% reserve, and avoid a fiscal crisis. A “student-centered fiscal recovery plan” was presented to the Board on January 26, 2021, which provided a list of options, subject to negotiations, that could achieve a \$30 million solution to the budget. At the February 4, 2021 Board meeting, the Board approved a \$4.5 million reduction in expenditures.

## **Conditional Approval of Fiscal Years 2021-22 and 2022-23 Budgets**

The District's fiscal year 2021-22 budget included a positive ending fund balance and met the statutory 2% unrestricted reserve requirement but included ongoing unrestricted General Fund deficit spending. SCOE, determining that the 2021-22 budget did not provide adequate assurance that the District was a going concern, conditionally approved the District's 2021-22 budget with the condition that the District approve a Fiscal Recovery Plan by December 15, 2021, noting decreasing enrollment, unsettled collective bargaining agreements and the use of significant one-time funds, all of which could increase deficit spending in future years.

As of the First Interim Report for fiscal year 2021-22, approximately \$26.2 million in reductions were needed in order to balance the budget. Due to the need for such reduction, the District certified its 2021-22 First Interim Report with a qualified certification.

On December 16, 2021, the Board approved a Fiscal Recovery Plan including both non-negotiable and negotiable budget solutions of approximately \$5.3 million. Implementation of the Fiscal Recovery Plan as well as reductions, aligning staff to enrollment and strategic use of resources reduced the budget deficit and caused positive ending fund balances for the current and subsequent fiscal year as of the fiscal year 2021-22 Second Interim Report, however, still resulted in a small deficit in fiscal year 2023-24. The District, despite budgetary improvement, therefore self-certified its fiscal year 2021-22 Second Interim Report as qualified and noted that on-going declining enrollment and as well as unsettled negotiations with labor unions over multiple years were expected to impact future budgets.

By letter dated April 18, 2022, SCOE notified the District that it was changing the certification of the fiscal year 2021-22 Second Interim Report from qualified to negative citing the tentative agreements reached with Sacramento City Teachers' Association ("SCTA") and Service Employees' International Union ("SEIU") and the recent strike with such parties which compelled the District to close its schools for eight days and incur significant fiscal penalties. See "SACRAMENTO UNIFIED SCHOOL DISTRICT – Employees and Labor Relations" herein for more information regarding the SCTA and SEIU strike.

The District's fiscal year 2022-23 budget was also conditionally approved by SCOE. From fiscal year 2018-19 through fiscal year 2022-23, the District implemented \$58.1 million of ongoing budget solutions and \$21.9 million of one-time solutions. The fiscal year 2022-23 budget projected increasing unrestricted General Fund revenues over all three budget years but declining enrollment and salary re-openers with bargaining units remaining as factors impacting the District's financial position.

## **SCOE Approval of Fiscal Year 2023-24 Budget**

Similar to fiscal year 2022-23, the District's fiscal year budget 2023-24 also includes positive unrestricted General Fund ending balances and a generally improved financial position. SCOE has approved the District's 2023-24 fiscal year budget and, accordingly, the Fiscal Advisor has been removed. The District continues to experience declining enrollment as well as the expenditure of one-time funds and the need to terminate programs thereafter, as provided in the fiscal year 2023-24 First Interim Report which was certified positive but contains deficit spending of approximately \$57 million due to the spend down of one-time COVID relief funds.

## **Qualified Fiscal Year 2023-24 Second Interim Report**

The District self-certified its Fiscal Year 2023-24 Second Interim Report with a qualified certification due to its multiyear projections supporting that, while the District is projected to be able to

meet its financial obligations for the current and first subsequent fiscal years, it may be unable to meet its financial obligations for the 2025-26 fiscal year. The primary changes since adoption of the fiscal year 2023-24 Budget and First Interim Report are the inclusion of i) costs related to bargaining agreement settlements reached subsequent to the fiscal year 2023-24 First Interim Report that are retroactive to the 2022-23 fiscal year, ii) projected costs of the bargaining agreement with SCTA (defined below) reached for the 2023-24 and 2024-25 years, and iii) a significant reduction to LCFE funding in the 2024-25 and 2025-26 fiscal years.

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the General Fund of the District. See “SECURITY FOR THE BONDS” herein.

### **FCMAT Fiscal Health Risk Analysis**

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

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

In response to the Fiscal Health Risk Analysis, the District established its Fiscal Transparency and Accountability Committee (the “Committee”) to review the District’s budget based on District priorities and goals, review and advise on budget versus actual expenditure variances, and evaluate the budget based on student performance and outcome indicators. The Committee consists of three members of the Board and began meeting regularly in February 2019.

The District undertakes regular updates of the steps it is undertaking to address the weaknesses identified in the Fiscal Health Risk Analysis, including in each of its interim financial reports. As of September 21, 2023, the most recent update, the District has completed addressing 45 findings with 15 findings remaining underway.

### **FCMAT Management Assistance**

In May, 2020, the District and FCMAT entered into an agreement for FCMAT to review the District’s budget and develop an independent multiyear financial projection and cash flow analysis for

fiscal year 2019-20 and the two subsequent fiscal years, to determine whether the District would need an emergency appropriation from the State. FCMAT issued a set of recommendations to the District and found that if internal borrowing and external borrowing options were not available and the District did not receive an exemption from the proposed State apportionment deferrals for fiscal year 2020-21, an emergency appropriation from the State would be likely. FCMAT also found that even if borrowing options were available and a deferral exemption were granted, without substantial corrective action to the District budget, an emergency appropriation from the State would be likely necessary in fiscal year 2021-22. The District was able to implement fiscal recovery measures and did not need an emergency appropriation from the State in fiscal year 2020-21, 2021-22 or 2022-23 and does not project the need for an emergency appropriation in fiscal years 2023-24. As discussed above (see, “ – SCOE Approval of Fiscal Year 2023-24 Budget”), the District received approval of its 2023-24 fiscal year budget from SCOE, and, accordingly, the Fiscal Advisor has been removed.

## **State Audit**

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

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

By letter dated November 14, 2019, the District responded to the State Audit and confirmed that its findings ultimately align with those of the District, namely that the primary solutions to the District’s budget imbalance exist through negotiations with its labor partners and recognized that such relationship has not been productive or collaborative for a number of years.

## **Comparative Financial Statements**

The District's General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2023, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 5735 47th Avenue, Sacramento, California 95824. See APPENDIX B hereto for the Audited Financial Statements of the District for fiscal year ended June 30, 2023.

The table on the following page reflects the District's adopted budgets for fiscal years 2019-20 through 2023-24, audited General Fund revenues, expenditures, and fund balances for fiscal years 2019-20 through 2021-23 and the Second Interim Report for fiscal year 2023-24.

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

	Adopted Budget 2019-20 <sup>1</sup>	Audited Actuals 2019-20 <sup>1</sup>	Adopted Budget 2020-21 <sup>1</sup>	Audited Actuals 2020-21 <sup>1</sup>	Adopted Budget 2021-22 <sup>1</sup>	Audited Actuals 2021-22 <sup>1</sup>	Adopted Budget 2022-23 <sup>1</sup>	Audited Actuals 2022-23 <sup>1</sup>	Adopted Budget 2023-24 <sup>2</sup>	Second Interim Report 2023-24 <sup>2</sup>
<b>REVENUES</b>										
LCFF Sources	\$411,797,231	\$413,709,116	\$412,231,565	\$412,682,736	\$432,750,059	\$391,424,149	\$456,323,702	\$483,343,535	\$502,824,980	\$502,833,480
Federal	66,583,550	51,917,179	116,834,764	106,543,983	46,193,654	120,733,568	91,620,567	102,737,272	99,571,861	148,230,947
Other State	72,319,786	78,372,218	75,048,088	99,545,932	73,939,718	104,713,852	133,686,719	191,809,507	112,240,920	127,493,963
Other Local	9,090,755	9,950,079	9,685,814	7,979,528	6,385,645	5,974,394	8,258,946	20,073,799	6,184,125	11,653,004
<b>Total Revenues</b>	<b>559,791,322</b>	<b>553,948,592</b>	<b>613,800,231</b>	<b>626,752,179</b>	<b>559,269,076</b>	<b>622,845,963</b>	<b>689,889,934</b>	<b>797,964,113</b>	<b>720,821,886</b>	<b>790,211,395</b>
<b>EXPENDITURES</b>										
Current										
Certificated Salaries	222,800,621	209,808,827	215,532,888	213,345,658	225,805,852	237,235,646	242,978,512	229,980,325	249,366,493	310,088,646
Classified Salaries	62,778,941	60,163,620	58,460,874	62,484,309	61,720,315	76,904,101	70,677,912	67,457,009	77,482,308	89,282,138
Employee Benefits	177,606,806	175,948,151	181,174,974	177,007,077	189,329,145	185,060,292	215,767,200	189,601,959	221,046,732	227,767,467
Books and Supplies	41,196,691	11,145,790	101,259,537	56,495,308	29,444,199	26,193,255	29,337,531	20,898,836	39,153,365	54,920,975
Services, Other										
Operating Expenses	75,194,802	65,548,240	84,007,765	76,546,897	82,045,873	103,385,895	85,526,262	118,465,566	111,859,298	146,141,546
Other Outgo	471,000	1,150,697	1,100,000	1,265,463	(150,180)	1,473,819	1,540,000	1,420,167	1,510,300	1,510,300
Other Outgo – Transfers of Indirect Costs	--	--	--	--	--	--	(1,191,588)	--	(1,277,770)	(1,391,814)
Capital outlay	627,792	8,361,223	484,435	4,423,302	1,781,522	9,148,969	5,429,251	25,340,223	946,177	24,516,394
Debt service- principal	10,300	2,280	--	--	--	--	--	--	--	--
Debt service - interest	--	--	--	--	--	--	--	--	--	--
<b>Total Expenditures</b>	<b>580,686,953</b>	<b>532,129,368</b>	<b>642,020,473</b>	<b>591,568,014</b>	<b>589,976,726</b>	<b>639,401,977</b>	<b>650,065,110</b>	<b>653,164,085</b>	<b>700,086,904</b>	<b>852,835,651</b>
<b>Excess (Deficiency) Of         Revenues Over (Under)         Expenditures</b>	<b>(20,895,631)</b>	<b>21,819,224</b>	<b>(28,220,242)</b>	<b>35,184,165</b>	<b>(30,707,650)</b>	<b>(16,556,014)</b>	<b>42,167,249</b>	<b>144,800,028</b>	<b>20,734,982</b>	<b>(62,624,257)</b>
<b>OTHER FINANCING SOURCES (USES)</b>										
Transfers in	4,022,539	3,598,304	3,798,264	3,181,213	2,316,301	3,162,296	2,342,426	3,279,910	2,475,399	2,368,261
Transfers out	(1,833,785)	(2,698,262)	(1,981,864)	(5,507,272)	(266,000)	(2,660,202)	--	--	--	--
<b>Total Other Financing         Sources (Uses)</b>	<b>2,188,754</b>	<b>1,114,503</b>	<b>1,816,400</b>	<b>(2,326,059)</b>	<b>2,050,301</b>	<b>502,094</b>	<b>2,342,426</b>	<b>3,279,910</b>	<b>2,475,399</b>	<b>2,368,261</b>
<b>NET CHANGE IN FUND BALANCES</b>										
	(18,706,877)	22,719,266	(26,403,842)	32,858,106	(28,657,349)	(16,053,920)	44,509,675	148,079,938	23,210,381	(60,255,996)
Fund Balance, July 1	70,329,345	70,329,345	93,048,611	93,048,611	125,906,717	125,906,717	67,291,485	109,852,797	181,629,916	257,932,735
Fund Balance, June 30	\$51,622,468	\$93,048,611	\$66,644,769	\$125,906,717	\$97,249,368	\$109,852,797	\$109,458,734	\$257,932,735	\$204,840,297	\$197,676,739

<sup>1</sup> From the audited financial statements of the District for such fiscal year.

<sup>2</sup> From Fiscal Year 2023-24 Second Interim Report of the District.

Source: *The District*.

## General Fund Balance Sheet

The following table reflects the District's audited General Fund balance sheet for fiscal years 2019-20 to 2022-23.

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT GENERAL FUND Summary of General Fund Balance Sheet for Fiscal Years 2019-20 through 2022-23

	<b>Fiscal Year 2019-20</b>	<b>Fiscal Year 2020-21</b>	<b>Fiscal Year 2021-22</b>	<b>Fiscal Year 2022-23</b>
<b>ASSETS</b>				
Cash and Investments:				
Cash in County Treasury	\$48,227,154	\$158,261,952 <sup>4</sup>	\$205,714,672 <sup>4</sup>	\$372,001,647
Cash on Hand and in Banks	85,883	65,145	42,883	13,999
Cash in Revolving Fund	225,000	225,000	225,000	225,000
Collections awaiting deposit	--	--	--	175,520
Accounts Receivable	64,707,798 <sup>1</sup>	25,914,449	32,178,242	14,861,990
Prepaid Expenditures	--	--	16,100	8,235
Due from Other Funds	2,814,637	5,121,124	2,946,568	7,955,468
Due from Grantor Governments	24,179,665	37,009,626	33,790,821	32,480,920
Stores Inventory	104,537	104,480	105,262	104,391
<b>Total Assets</b>	<b>140,344,674</b>	<b>226,701,776</b>	<b>275,019,548</b>	<b>427,827,170</b>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities				
Accounts Payable	40,063,484 <sup>2</sup>	80,414,899	81,311,912	86,945,597
Due to Grantor Governments	--	2,066,651 <sup>3</sup>	65,820,039 <sup>3</sup>	60,273,351
Unearned Revenue	5,597,401	10,583,206	13,077,997	19,569,449
Due to Other Funds	1,635,178	7,720,303	4,956,803	3,106,038
<b>Total Liabilities</b>	<b>47,296,063</b>	<b>100,795,059</b>	<b>165,166,751</b>	<b>169,894,435</b>
<b>FUND BALANCES</b>				
<b>Total Fund Balances</b>	<b>93,048,611</b>	<b>125,906,717</b>	<b>109,852,797</b>	<b>257,932,735</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$140,344,674</b>	<b>\$226,701,776</b>	<b>\$275,019,548</b>	<b>\$427,827,170</b>

<sup>1</sup> Increased Accounts Receivables in fiscal year 2019-20 was due to the deferral of both LCFF revenue and AB602 Special Education revenue from June 2020 to July 2020 by the State.

<sup>2</sup> Increased Accounts Payable in fiscal year 2019-20 due to an adjustment to the Education Protection Account ("EPA") revenues by the State which increased the allocation of Principal Apportionment funds and decreased allocation of EPA funds which led to an overpayment of EPA funds and underpayment of Principal Apportionment funds to the District. The District recognized the overpayment within its accounts payable as an amount owed back to the State.

<sup>3</sup> Includes In-Person Instruction Grants and Expanded Learning Opportunities Grants under AB 86 returned to the State due to adjustments for the number of in-person instruction days offered by the District.

<sup>4</sup> Includes one-time COVID relief funds.

Source: *The District*.

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## Accounting Practices

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

## State Budget Measures

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

**2023-24 State Budget.** The fiscal year 2023-24 budget for the State (“2023-24 State Budget”) was passed by the State Legislature on June 15, 2023. On June 28, 2023, the Governor signed Senate Bill 101, the State Budget Act of 2023, and on July 10, 2023, the Governor signed additional trailer bills, including Senate Bill 114 and Senate Bill 115, forming the complete substantive agreement of the 2023-24 State Budget. The 2023-24 State Budget, for the first time in several years, foresees a downturn in revenues and addresses an approximate \$31.7 billion budget shortfall. A balanced budget is accomplished through spending reductions and pullbacks of previously planned spending, delays in spending, fund shifts, alternative revenues and borrowing and a withdrawal from the Safety Net Reserve.

The 2023-24 State Budget projects approximately \$208.7 billion in General Fund revenues with a prior year balance of \$26.4 billion for total resources of \$235 billion, and \$225.9 billion in expenditures for fiscal year 2023-24. For fiscal year 2022-23, the 2023-24 State Budget estimated \$260.9 billion in resources and \$234.6 billion in expenditures. The 2023-24 State Budget projects a historic level of reserves, setting aside a total of \$37.8 billion including \$22.3 billion in the Budget Stabilization Account (the “BSA”) for fiscal emergencies, \$900 million in the Safety Net Reserve, \$10.8 billion in the Public School System Stabilization Account (the “PSSSA”), and an estimated \$3.8 billion in the State’s Special Fund for Economic Uncertainties. The \$9.9 billion balance in the PSSSA in fiscal year 2022-23 will trigger the 10% cap on school district reserves beginning in fiscal year 2023-24. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 2” herein for more information regarding school district reserves.

The 2023-24 State Budget provides total K-12 funding of \$129.2 billion (\$79.5 General Fund and \$49.7 billion from other funds). The projected decrease in State revenues under the 2023-24 State Budget lowers the Proposition 98 guarantee to \$110.6 billion in fiscal year 2021-22, \$107.4 billion in fiscal year 2022-23 and \$108.3 billion in fiscal year 2023-24.

The LCFF under the 2023-24 State Budget receives a COLA of 8.22%, the largest COLA since the implementation of the LCFF. The 2023-24 State Budget includes \$300 million ongoing Proposition 98 funds to establish an equity multiplier as an add-on to the LCFF to augment resources for the highest-need schools in the State.

Additional significant provisions of the 2023-24 State Budget relating to K-12 education include the following:

- *Literacy* – \$250 million one-time Proposition 98 funds to build upon the existing Literacy Coaches and Reading Specialists Grant Program, which funds high-poverty schools to train and

hire literacy coaches and reading specialists. Requires screening of students in kindergarten through second grade for risk of reading difficulties, including dyslexia, by the 2025-26 school year and provides \$1 million to convene a panel to create a list of approved screening instruments.

- *State Pre-School* – (1) \$343.1 million Proposition 98 funds and \$20,000 non-Proposition 98 funds from the 2022-23 fiscal year, (2) \$369.3 million Proposition 98 funds and \$126.1 million General Fund from the 2023-24 fiscal year, and (3) \$445.7 million Proposition 98 funds and \$186.5 million General Fund from the 2024-25 fiscal year. Suspends the annual COLA applicable to the State Preschool Program in fiscal years 2023-24 and 2024-25. Revises the family fee schedule for the State Preschool Program beginning October 1, 2023, to: (1) limit family fees to one percent of a family’s monthly income, and (2) prohibit the assessment of a fee for families with an adjusted monthly income below 75% of the state median income. Authorizes State Preschool Program family fee debt that accrued but remained uncollected prior to October 1, 2023 to be forgiven.
- *Educator Workforce* – \$10 million one-time Proposition 98 funds for grants to provide culturally relevant support and mentorship for educators to become school administrators.
- *Transitional Kindergarten* – \$357 million ongoing Proposition 98 funds to support the first year of expanded eligibility for TK and \$283 million Proposition 98 funds to support the first year of adding one additional certificated or classified staff person to every TK class, \$597 million ongoing Proposition 98 funds to support the second year (2023-24 school year) of expanded eligibility for transitional kindergarten and \$165 million Proposition 98 funds to support the second year of adding one additional certificated or classified staff person to every transitional kindergarten class.
- *Arts, Music, and Instructional Materials Discretionary Block Grant* – Decreases one-time Proposition 98 fund for the grant by \$200 million, reducing total one-time program support from approximately \$3.5 billion to approximately \$3.3 billion. The Arts and Music in Schools: Funding Guarantee and Accountability Act (Proposition 28) will provide approximately \$938 million ongoing Proposition 98 General Fund beginning in fiscal year 2023-24.
- *Learning Recovery Emergency Block Grant* – Delays approximately \$1.1 billion one-time Proposition 98 funds for the Learning Recovery Emergency Block Grant to fiscal years 2025-26, 2026-27, and 2027-28.
- *Zero-Emission School Buses* – Delays \$1 billion one-time Proposition 98 funds to support greening school bus fleets through programs operated by the California Air Resources Board and the California Energy Commission to fiscal years 2024-25 and 2025-26.
- *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program* – Delays planned fiscal year 2023-24 \$550 million investment to fiscal year 2024-25.
- *School Facility Program* – Approximately \$2 billion one-time General Fund to support the School Facility Program in fiscal year 2023-24.
- *Nutrition* – Additional \$154 million ongoing Proposition 98 funds and an additional \$110 million one-time Proposition 98 funds to fully fund the universal school meals program in fiscal years 2022-23 and 2023-24.

- *Bipartisan Safer Communities Act, Stronger Connections Program* – \$119.6 million one-time federal funds to support LEA activities related to improving school climate and safety through the Stronger Connections Program.
- *Charter School Facility Grant Program* – one-time investment of \$30 million Proposition 98 funds to support eligible facilities costs, consistent with the 2022-23 State Budget.
- *Bilingual Teacher Professional Development Program* – \$20 million one-time Proposition 98 funds, to be available through fiscal year 2028-29 fiscal year.
- *Commercial Dishwasher Grants* – \$15 million one-time Proposition 98 funds to support grants to acquire and install commercial dishwashers.
- *Restorative Justice Practices* – \$7 million one-time Proposition 98 funds to provide support for local educational agencies opting to implement certain restorative justice best practices.
- *Golden State Teacher Grant Program* – \$6 million one-time federal funds to support grants to teacher candidates enrolled in a special education teacher preparation program who agree to teach at a high-need school site.
- *K-12 High Speed Network* – \$3.8 million ongoing Proposition 98 funds to support the K-12 High Speed Network program.
- *Reversing Opioid Overdoses* – \$3.5 million ongoing Proposition 98 funds for all middle schools, high schools, and adult school sites to maintain at least two doses of naloxone hydrochloride or another medication to reverse an opioid overdose on campus for emergency aid.

**Proposed 2024-25 State Budget.** The fiscal year 2024-25 proposed budget for the State (“Proposed 2024-25 State Budget”) was released by the Governor on January 10, 2024. The Proposed 2024-25 State Budget foresees a downturn in revenues and addresses an approximate \$37.9 billion budget shortfall resulting primarily from (i) substantial declines in the stock market in 2022 driving down personal income, sales and corporation tax revenues and (ii) the extension of the tax filing deadline for calendar year 2022 which resulted in a delay in collection of income taxes. A balanced budget is accomplished through reserve withdrawals, spending reductions, internal borrowing, fund shifts and delays, and deferrals of specific obligations.

The Proposed 2024-25 State Budget projects approximately \$214.7 billion in General Fund revenues with a prior year balance of \$8 billion for total resources of \$222.7 billion, and \$208.7 billion in expenditures for fiscal year 2024-25. For fiscal year 2023-24, the Proposed 2024-25 State Budget estimates \$238.9 billion in resources and \$230.9 billion in expenditures. The Proposed 2024-25 State Budget projects substantial total budget reserves, setting aside a total of \$18.4 billion, including \$11.1 billion in the BSA for fiscal emergencies, \$3.9 billion in the PSSSA, and an estimated \$3.4 billion in the State’s Special Fund for Economic Uncertainties. The \$5.7 billion balance in the PSSSA in fiscal year 2023-24 continues to trigger the 10% cap on school district reserves in fiscal year 2024-25. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING SCHOOL DISTRICTS – Proposition 2” herein for more information regarding school district reserves.

The Proposed 2024-25 State Budget includes total K-12 funding of \$126.8 billion (\$76.4 billion General Fund and \$50.4 billion from other funds). K-12 per-pupil funding totals \$17,653 Proposition 98 funds and \$23,519 per pupil when accounting for all funding sources. The projected decrease in State revenues under the Proposed 2024-25 State Budget lowers the Proposition 98 guarantee to \$98.3 billion

in fiscal year 2022-23, \$105.6 billion in fiscal year 2023-24 and \$109.1 billion in fiscal year 2024-25. These revised Proposition 98 levels represent a decrease of approximately \$11.3 billion over the three-year period relative to the 2023-24 State Budget. The Proposed 2024-25 State Budget proposes statutory changes to address roughly \$8 billion of this decrease to avoid impacting already-adopted k-12 school and community college district budgets.

The Proposed 2024-25 State Budget includes an LCFF COLA of 0.76%. However, to fully fund the LCFF and to maintain the level of current year principal apportionments, the Proposed 2024-25 State Budget proposes withdrawing approximately \$2.8 billion from the PSSSA in fiscal year 2023-24, and approximately \$2.2 billion from the PSSSA, as well as using other available funding of approximately \$38.6 million, in fiscal year 2024-25.

Additional significant provisions of the Proposed 2024-25 State Budget relating to K-12 education include the following:

- *Instruction Continuity* — Statutory changes to provide attendance recovery opportunities to students to make up lost instructional time including allowing school districts to add attendance recovery time to the attendance data submitted to CDE, requiring school districts to provide students with access to remote instruction or support to enroll at a neighboring school district for emergencies lasting 5 or more days and encourage school districts to provide hybrid or remote learning opportunities to students who are unable to attend school.
- *California State Preschool Program* — \$53.7 million General Funds to support reimbursement rates to maintain the level of support necessary for the Department of Education to meet the collective bargaining agreement requirements and administer the program.
- *Teacher Preparation and Professional Development* — \$25 million ongoing Proposition 98 funds through the K-12 Mandate Block Grant to support training for educators to administer literacy screenings and \$20 million one-time Proposition 98 funds for a county office of education to work with the University of California Subject Matter Projects, as well as other well-qualified governmental or non-profit providers, to develop and provide training for mathematics coaches and leaders.
- *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program (FDK Program)* — A delay in the fiscal year 2024-25 planned \$550 million FDK Program investment to fiscal year 2025-26 to support the construction of new school facilities or retrofitting existing school facilities for the purpose of providing transitional kindergarten, full-day kindergarten, or preschool classrooms.
- *Zero-Emission School Buses* — \$500 million one-time Proposition 98 funds to support greening school bus fleets through programs operated by the California Air Resources Board and the California Energy Commission in fiscal year 2024-25.
- *Curriculum-Embedded Performance Tasks for Science* — \$7 million one-time Proposition 98 funds to support inquiry-based science instruction and assessment through the development of a bank of curriculum-embedded performance tasks.
- *Cradle-to-Career Data System* — \$5 million ongoing Proposition 98 funds to support the California College Guidance Initiative.

- *Nutrition* — \$122.2 million ongoing Proposition 98 funds to fully fund the universal school meals program in fiscal year 2024-25 which is projected to provide over 845 million meals .
- *Broadband Infrastructure Grant* — \$5 million one-time non-Proposition 98 funds to extend providing fiber broadband connectivity to the most poorly connected school sites and for joint projects connecting schools, local libraries and telehealth providers to high-speed fiber broadband.

***LAO Summary of Proposed 2024-25 State Budget.*** An impartial analysis of the Proposed 2024-25 State Budget is posted by the Office of the Legislative Analyst (“LAO”) at [www.lao.ca.gov](http://www.lao.ca.gov). The information referred to is prepared by the LAO and not by the District, and the District can take no responsibility for the continued accuracy of the LAO’s internet address or for the accuracy, completeness or timeliness of information posted to such website, and such information is not incorporated herein by these references.

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

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

Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES**

### **Article XIII A of the California Constitution**

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

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

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

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

***Property Tax Base Transfer Constitutional Amendment.*** On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment (“Proposition 19”). Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 has had on assessed valuation of real property in the District. Since fiscal year 2020-21, assessed valuation within the District has increased. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

### **Legislation Implementing Article XIII A**

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

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

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

Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

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

### **Proposition 50 and Proposition 171**

On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five years after the disaster. At the time of such transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the assessor can only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement property is acquired or constructed within one year of the destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two years of the

destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three years of the destruction.

### **Unitary Property**

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

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

### **Article XIII B of the California Constitution**

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

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

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

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

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



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

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

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

### **Article XIII C and Article XIII D of the California Constitution**

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

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

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

## **Proposition 26**

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

## **Proposition 98**

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

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

Since the Accountability Act is unclear in some details, there can be no assurances that the State Legislature or a court might not interpret the Accountability Act to require a different percentage of State General Fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

### **Proposition 111**

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

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

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

- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State General Fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State General Fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State General Fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State General Fund revenue growth exceeds personal income growth.

### **Proposition 39**

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

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

### **Jarvis v. Connell**

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California

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

### **Proposition 1A and Proposition 22**

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

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

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended

by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other “enforceable obligations” (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

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

### **Proposition 30**

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

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

granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

### **Proposition 55**

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

### **Proposition 51**

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

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

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

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

### **Proposition 2**

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

Under Proposition 2, the State is required annually to deposit 1.5% of General Fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of General Fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of General Fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

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

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

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

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn. See “DISTRICT FINANCIAL INFORMATION – State Budget Measures –2023-24 State Budget” for information regarding the triggering of the reserve cap in fiscal year 2023-24.

**Reserve for Economic Uncertainty.** The District is statutorily required to maintain a reserve for economic uncertainties at least equal to 2% of General Fund expenditures and other financing uses (the “Minimum Reserve”). However, on March 4, 2021, the Board revised existing Board policies to establish and maintain a reserve for economic uncertainties equal to no less than 5% of General Fund expenditures to begin in fiscal year 2022-23 or when the current budget deficit is eliminated. For the fiscal year ended



June 30, 2023, the District's reserve was approximately 7.1% of the total expenditures, with available reserves of \$46,528,353, \$13,039,261 of which was designated as available for economic uncertainties. The District's Second Interim Report for Fiscal year 2023-24 Budget includes a reserve for economic uncertainties of \$17,009,348, or approximately 2% of General Fund expenditures, and total available reserves of approximately \$88,092,909, or approximately 10.3% of General Fund expenditures.

The District's financial and budgetary practices have been subject to increased oversight by the Financial Crisis Management Assistance Team ("FCMAT"), as well as SCOE. See "DISTRICT FINANCIAL INFORMATION – 2018-19 Budget Disapproval and Initial County Oversight." It is anticipated that if the cap is triggered, it will materially change the District's current policies on reserves.

**Proposition 28.** On November 8, 2022, voters approved The Arts and Music in Schools Funding Guarantee and Accountability Act which provides additional funding for arts and music education in all K–12 public schools (including charter schools) by annually allocating from the State General Fund an amount equal to 1% of total State and local revenues received by public schools in the preceding fiscal year under Proposition 98. Amounts provided under Proposition 28 are in addition to and not considered a part of the Proposition 98 guarantee. Funds appropriated under Proposition 28 are to be allocated 70% based on a school district's share of Statewide enrollment and 30% based on such school district's share of Statewide enrollment of economically disadvantaged students and must be distributed to school sites following such allocation. School districts must expend funds received pursuant to Proposition 28 within three years or such funds revert to CDE for reallocation under Proposition 28.

As a condition to receipt of funds under Proposition 28, school districts must certify that funds are to be used for arts education and that funds received in the prior fiscal year were, in fact, used for those purposes. Additionally, no more than 1% of Proposition 28 funds may be used for administrative purposes in implementing Proposition 28 programs. Schools with 500 or more students must certify that at least 80% of the funding is to be used to employ teachers and that the remainder will be spent on training, supplies, and education partnerships. Amounts appropriated under Proposition 28 in a given year may be reduced if the State Legislature suspends the Proposition 98 guarantee but only in an amount equal to the percent reduction of the Proposition 98 guarantee. See 'DISTRICT FINANCIAL INFORMATION- State Budget Measures- 2023-24 State Budget' for information regarding Proposition 28 in the 2023-24 State Budget.

*Taxpayer Protection and Government Accountability Act Ballot Initiative.* The Taxpayer Protection and Government Accountability Act ("Initiative 1935") has received the required number of signatures to appear on the November 5, 2024 ballot. If approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election, Initiative 1935 would make numerous significant changes to Articles XIII, XIII A, XIII C and XIII D of the California Constitution to limit the authority of local governments, and electors via the initiative process, to adopt and impose taxes and fees. The full text of Initiative 1935 may be viewed at the website of the California Attorney General.

The District cannot predict whether Initiative 1935 will be approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election. If Initiative 1935 is approved, the District cannot provide any assurances as to the effect of the implementation or judicial interpretations of Initiative 1935 on the finances of the State or the District, although Initiative 1935 does not contain any provisions which directly impact the ability of, or the authority for, the District to issue general obligation bonds. The Bonds are payable solely from the proceeds of the unlimited *ad valorem* property tax which the County levies and collects upon the taxable property within the District, and not from the General Fund of the District.

**Future Initiatives**

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

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**Introduction**

The District is located in the County and spans 70 square miles. The District was established in 1854 and, as of fiscal year 2022-23, is the 12th largest school district in the State, as measured by student enrollment. The District provides educational services to approximately 350,000 residents in and around the capital of the State, the City. The District operates forty-two elementary schools for grades K-6, seven K-8 schools, six middle schools for grades seven through eight, two middle/high schools for grades seven through twelve, seven comprehensive high schools for grades nine through twelve, three alternative schools, two special education centers, two adult education centers, fifteen charter schools (including five dependent charter schools) and forty-two children’s centers/preschools. The budgeted funded ADA for the District for fiscal year 2023-24 is approximately 35,909 students, per the District’s fiscal year 2023-24 Second Interim Report, and the District has a 2023-24 total assessed valuation of \$48,455,611,678. The audited financial statements for the District for the fiscal year ended June 30, 2023 are attached hereto as APPENDIX B.

**Board of Education**

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

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

<u>Name</u>	<u>Office</u>	<u>Term Expires December</u>
Lavinia Grace Phillips	President	2024
Jasit Singh	First Vice President	2026
Chinua Rhodes	Second Vice President	2024
Tara Jeane	Member	2026
Taylor Kayatta	Member	2026
Christina Pritchett	Member	2024
Jamee Villa	Member	2024

Source: *The District*.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent

and subsequent audited financial statements of the District may be obtained by contacting: Sacramento City Unified School District, 5735 47th Avenue, Sacramento, California 95824-6322, Attention: Assistant Superintendent, Business Services. The District may charge a small fee for copying, mailing and handling.

**Key Personnel**

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

Name	Title
Lisa Allen	Superintendent
Mary Hardin-Young	Deputy Superintendent
Janea Marking	Chief Business and Operations Officer
Brian Heap	Chief Communications Officer
Cancy McArn	Chief Human Resources Officer
Rodney Moore	Chief Legal Counsel
Tim Rocco	Chief Information Officer
Yvonne Wright	Chief Academic Officer

**Lisa Allen – Superintendent.** Ms. Allen was appointed Superintendent of the District on April 18, 2024, prior to which she had served as the Interim Superintendent of the District since July 7, 2023 and previously served as the Deputy Superintendent of the District since 2017. Prior to serving as Deputy Superintendent, Ms. Allen served as the Interim Chief of Schools, Assistant Superintendent of Accountability and Administrator of Curriculum and Professional Development; and Director of Multilingual/Multicultural, Equity, Access and Achievement. She also previously held the position of Private School Specialist for 10 years. Ms. Allen earned a Bachelor of Science in Elementary Education from Indiana State University and her Masters of Art in Educational Leadership from California State University, Sacramento. She also holds professional licenses in both Indiana and California; a Professional Clear Administrative Credential and Professional Clear Multiple Subjects Teaching Credential.

**Employees and Labor Relations**

The District employs approximately 2,261 full-time equivalent (“FTE”) certificated academic professionals, approximately 1,486 FTE classified employees, and approximately 342 FTE management employees.

The certificated employees of the District have assigned the SCTA as their exclusive bargaining agent. The contract between the District and SCTA expires on June 30, 2025.

Certain District service employees have assigned SEIU as their exclusive bargaining agent. The contract between the District and the SEIU expires on June 30, 2025.

Certain classified employees have assigned Teamsters Classified Supervisor (“TCS”), as their exclusive bargaining agent. The contract between the District and TCS expires on June 30, 2026 and includes re-openers for, *inter alia*, compensation for fiscal years 2023-24 through 2025-26.

Certain employees, including school site principals, assistant principals and coordinators, have assigned United Professional Educators (“UPE”) as their exclusive bargaining agent. The contract

between the District and UPE expires on June 30, 2026 and includes re-openers for, *inter alia*, salary and health benefits for fiscal years 2023-24 through 2025-26.

The District's food process workers, warehouseman and helpers have assigned Teamster Union, Local 150 ("Teamsters") as their exclusive bargaining agent. The contract between the District and the Teamsters expires on June 30, 2026 and includes re-openers for, *inter alia*, compensation. By operation of law, the parties are operating under the expired contract until a new contract is executed and delivered.

**Labor Strike.** On March 23, 2022, both SCTA and SEIU elected to go on strike. On April 3, 2022, the District reached tentative agreements with SCTA and SEIU to end the strike, and District schools opened for instruction the following day. During the pendency of the strike, the District was required to close all of its schools for eight days of instruction. As a result, the District fell short of State-mandated minimums regarding instructional days and minutes and was subject to fiscal penalties of approximately \$47 million (as well as cost savings of approximately \$8.4 million). The District is currently working with its bargaining units to restore as many days and minutes as possible, however no representation can be made that this effort will be successful. In addition, the District may apply for a waiver from the State from the potential penalties associated with any lost instruction time once negotiations are completed, however no assurance can be made that such a waiver will be granted. Pursuant to applicable audit guidance, the District has recognized this potential liability in its estimated actuals for fiscal year 2021-22. See also "DISTRICT FINANCIAL INFORMATION – District Budgeting and County Oversight – Recent Financial Trends." [UPDATE TO COME]

In connection with ending the labor strike, the District agreed to memoranda of understanding (the "MOUs") with SCTA and SEIU which extend the certificated and classified collective bargaining agreements through June 30, 2023. Among other things, the MOUs provide for (1) a 4% ongoing general salary increase, (2) one-time, off schedule stipends for fiscal years 2019-20 through 2021-22, (3) a 25% increase to the pay rate for substitute teachers for fiscal year 2021-22, and (4) various other stipends, pay rate adjustments, additional paid sick leave and additional professional development days. The agreements allowed for reopeners of salaries in fiscal year 2022-23 and beyond. The agreements were approved by the Board on April 21, 2022. In connection therewith, the Board was presented with revised revenue projections showing the impact of these labor agreements on the District's operating budget. The financial impact of these agreements has been reflected in the subsequent District budgets. See also "DISTRICT FINANCIAL INFORMATION – District Budgeting and County Oversight."

## **District Retirement Systems**

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

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions and employer contributions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. For fiscal year 2023-24, the District is currently required by such statutes to contribute 19.10% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 10.328% of teacher payroll for fiscal year 2023-24. The State's contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 (“AB 1469”) which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay, over the three year period from 2014-15 through 2017-18. The State’s total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 by June 30, 2046, which is premised upon an actuarially assumed earnings rate of 7.00%. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to AB 1469, school districts’ employer contribution rates increased over a seven-year phase-in period beginning in fiscal year 2014-15 through fiscal year 2019-20 when employer contribution rates reached 16.15% (including certain reductions in the contribution rate for supplemental payments made by the State in fiscal years 2019-20 and 2020-21.)

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

The District contributed to STRS \$36,383,635 for fiscal year 2019-20, \$34,403,690 for fiscal year 2020-21 and \$40,279,774 for fiscal year 2021-22 and \$42,543,877 for fiscal year 2022-23. Such contributions were equal to 100% of the required contributions for the respective years. The District has budgeted a contribution of \$77,829,436 to STRS for fiscal year 2023-24, per its Second Interim Report. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

**PERS.** Classified employees working four or more hours per day are members of the Public Employees’ Retirement System (“PERS”). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees’ Retirement Law. The District is currently required to contribute to PERS at an actuarially determined rate, which is 26.68% of eligible salary expenditures for fiscal year 2023-24, while participants enrolled in PERS (prior to January 1, 2013) contribute 7% of their respective salaries, and those enrolled subsequent to January 1, 2013 contribute 8.00%. See –“California Public Employees’ Pension Reform Act of 2013” below.

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

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

On April 18, 2022, the PERS Board set the fiscal year 2022-23 employer contribution rate at 25.37%. The PERS Board also approved an increase in the employee contribution rate for members subject to the Reform Act (defined below) from 7.00% of earnings to 8.00% of earnings for fiscal year 2022-23. From the Basic Financial Statements issued on November 15, 2022, PERS reported a negative 7.5% net return on investments for fiscal year 2021-22, which is PERS' first negative return on investments since fiscal year 2008-09. The negative 7.5% net return on investments is less than the assumed annual rate of return on investments of 6.80%. Most recently, on April 17, 2023, the PERS Board set the fiscal year 2023-24 employer contribution rate at 26.68% and maintained the employee contribution rate for members subject to the Reform Act (defined below) at 8.00%.

PERS estimates future employer contribution rates as follows:

Fiscal Year	Projected Employer Contribution Rates (PERS Actuarial Report)
2024-25	27.70%
2025-26	28.30
2026-27	28.70
2027-28	30.00
2028-29	29.80

The projected rates reflect the preliminary investment loss for fiscal year 2021-22 described above. Projected rates also reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers.

The District contributed to PERS \$13,529,537 for fiscal year 2019-20, \$13,762,087 for fiscal year 2020-21, \$16,163,003 for fiscal year 2021-22 and \$19,633,057 for fiscal year 2023-24, per its Second Interim Report, which amounts equaled 100% of required contributions to PERS. The District has budgeted a contribution of \$23,874,592 to PERS for fiscal year 2023-24, per its Second Interim Report.

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

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2022.

**FUNDED STATUS  
STRS (DEFINED BENEFIT PROGRAM) and PERS  
Actuarial Valuation  
(Dollar Amounts in Millions) <sup>(1)</sup>**

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	\$ 116,982	\$ 79,8736	\$ (37,596)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	346,089	283,340	(80,803)

(1) Amounts may not add due to rounding.

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

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

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

**GASB Statement Nos. 67 and 68.** On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District’s proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2023, are as shown in the following table.

<u>Pension Plan</u>	<u>Proportionate Share of Net Pension Liability</u>
STRS	\$241,143,000
PERS	<u>152,425,000</u>
Total	\$393,568,000

Source: *The District.*

For further information about the District’s contributions to STRS and PERS, see Notes 8 and 9 in the District’s audited financial statements for fiscal year ended June 30, 2023 attached hereto as APPENDIX B.

School districts’ retirement contributions decrease when investment earnings rise and increase when investment earnings decline. As a result, declines in investment earnings may result in substantial increases in school district contributions. The District cannot determine whether current or future financial market losses and/or volatility might impact the value of investments held by either STRS or PERS to fund retirement benefits or whether the District’s contribution rates to STRS or PERS might increase in the future as a result of factors outside of its control including, but not limited to, any declines in the value of investments in response to financial market conditions and the impact of retirees living longer than actuarial assumptions.

**Other Post-Employment Benefits**

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



No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2017-18.

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

The District established an irrevocable trust under the California Employer’s Retiree Benefit Trust Program (“CERBT”) to prefund the costs of its Health & Welfare Benefits. The funds in the CERBT are held in trust and will be administered by PERS as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board. As of the June 30, 2023 valuation, 3,199 retirees and their beneficiaries were receiving Health & Welfare Benefits with 3,903 employees earning service credit towards eligibility.

Expenditures for Health & Welfare Benefits are recognized each pay period at a rate that approximates the amount of premiums paid. During fiscal year 2022-23, the District contributed \$28,080,859 towards Health & Welfare Benefits, and has budgeted a contribution of \$86,764,922 for fiscal year 2023-24, per its fiscal year 2023-24 Second Interim Report.

The following table shows the changes in the District’s net Health and Welfare Benefits as of June 30, 2023.

	<b>Total OPEB Liability</b>	<b>Total Fiduciary Net Position</b>	<b>Net OPEB Liability</b>
Balance at June 30, 2022	\$442,140,012	\$133,906,497	\$308,233,515
Service Cost	9,390,965	--	9,390,965
Interest	30,032,848	--	30,032,848
Actuarial Experience	(73,787,272)	(27,603,324)	(46,183,948)
Assumption Changes	4,093,581	--	4,093,581
Employer Contributions	--	28,457,590	(28,457,590)
Interest Income	--	9,677,281	(9,677,281)
Administrative Expense	--	(33,922)	33,922
Benefit payments	<u>(19,742,892)</u>	<u>(19,742,892)</u>	--
Net Change	(50,012,770)	(9,245,267)	(40,767,503)
Balance at June 30, 2023	<u>\$392,127,242</u>	<u>\$124,661,230</u>	<u>\$267,466,012</u>

Source: *The District*.

## **Risk Management**

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

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

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

### District Debt Structure

**Long-Term Debt.** A schedule of the District's changes in long-term debt for the year ended June 30, 2023 is shown below:

#### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Long-Term Debt

	<u>Balance</u> <u>July 1, 2022</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>June 30, 2023</u>	<u>Due Within</u> <u>One Year</u>
Debt:					
General obligation bonds	\$ 469,262,966	\$280,845,000	\$81,667,074	\$ 668,440,892	\$41,015,000
Accreted interest	25,182,150	2,420,000	2,557,926	25,044,351	2,420,126
Lease Revenue Bonds	55,030,000	--	2,970,000	52,060,000	3,115,000
Premium on issuance	40,016,725	23,325,583	7,956,561	55,385,747	3,812,675
Other Long-Term Liabilities:					
Net Pension Liability	247,054,000	146,514,000	--	393,568,000	--
Net OPEB liability	308,233,515	--	40,767,503	267,466,012	--
Compensated absences	5,525,332	449,657	--	5,974,989	5,974,989
Total	<u>\$1,150,304,688</u>	<u>\$453,554,367</u>	<u>\$135,919,064</u>	<u>\$1,467,939,991</u>	<u>\$56,337,790</u>

Source: *The District.*

### General Obligation Bonds

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

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

On November 6, 2012, voters in the District approved by 55% or more two bond measures known as "Measure Q" and "Measure R." Measure Q authorized the District to issue \$346,000,000 aggregate principal amount of general obligation bonds, and Measure R authorized the District to issue \$68,000,000 principal amount of general obligation bonds. The District issued its \$30,000,000 General Obligation

Bonds (Measures Q and R) Election of 2012, 2013 Series A (Tax-Exempt) (the “2013 Series A Bonds”) and \$40,000,000 General Obligation Bonds (Measures Q and R) Election of 2012, 2013 Series B (Qualified School Construction Bonds) Taxable, its \$66,260,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-1 (Tax-Exempt) (the “2015 Series C Bonds”) and \$23,740,000 General Obligation Bonds (Measure Q) (Election of 2012) 2015 Series C-2 (Taxable), \$14,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2016 Series D (the “2016 Series D Bonds”), \$112,000,000 General Obligation Bonds Election of 2012 (Measure Q), 2017 Series E (the “2017 Series E Bonds”), \$10,000,000 General Obligation Bonds Election of 2012 (Measure R), 2017 Series C (the “2017 Series C Bonds”), \$10,000,000 General Obligation Bonds Election of 2012 (Measure Q) 2018 Series F, \$30,900,000 General Obligation Bonds Election of 2012 (Measure R), 2019 Series D (the “2019 Series D Bonds”) and \$77,100,000 General Obligation Bonds Election of 2012 (Measure Q), 2021 Series G (the “2021 Series G Bonds”). No general obligation bonds remain for issuance under Measure R or Measure Q.

In March, 2020, the District received authorization from 55% or more of eligible voters in the District to issue \$750,000,000 aggregate principal amount of general obligation bonds (the “2020 Authorization”). The District issued its \$225,000,000 General Obligation Bonds, Election of 2020 (Measure H) 2022 Series A (the “2022 Series A Bonds”) under the 2020 Authorization. Prior to the issuance of the Bonds, \$525,000,000 aggregate principal amount of general obligations bonds remains for issuance under the 2020 Authorization.

The District also issued (i) its 2011 General Obligation Refunding Bonds (the “2011 Refunding Bonds”) to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds and its General Obligation Refunding Bonds, Series 2001; (ii) its 2012 General Obligation Refunding Bonds to refund a portion of the Series 2001 Bonds, the Series 2002 Bonds, the Series 2004 Bonds, the General Obligation Refunding Bonds, Series 2001 and the Series 2003 Bonds; (iii) its 2014 General Obligation Refunding Bonds to refund a portion of the Series 2005 Bonds; (iv) its 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”) to refund the remaining outstanding Series 2005 Bonds and a portion of the outstanding Series 2007 Bonds; (v) its 2021 General Obligation Refunding Bonds to refund the 2011 Refunding Bonds; (vi) its 2022 General Obligation Refunding Bonds to refund the 2012 General Obligation Refunding Bonds; (vii) its 2024 General Obligation Bonds, Series A to refund the 2013 Series A Bonds; and (viii) its 2024 General Obligation Refunding Bonds, Series B to purchase and defease certain maturities of the 2015 Refunding Bonds, the 2015 Series C-1 Bonds, the 2016 Series D Bonds, the 2017 Series C Bonds, the 2017 Series E Bonds, the 2019 Series D Bonds and the 2022 Series A Bonds.

The table below provides the amount of general obligation bonds issued, outstanding and remaining for issuance for each of the District’s outstanding authorizations.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Outstanding General Obligation Bond Authorizations<sup>1</sup>**

Authorization	Issued	Remaining for Issuance
October 19, 1999	\$195,000,000.00	\$ 0.00
November 5, 2002	224,997,966.35	2,033.65
November 6, 2012	346,000,000.00	0.00
November 6, 2012	68,000,000.00	0.00
March 3, 2020	225,000,000.00	525,000,000.00

<sup>1</sup> Prior to the issuance of the Bonds.

### ***Lease Revenue Bonds***

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

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

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

Year ending June 30	Principal	Interest	Total
2024	\$2,915,000	\$1,220,000	\$4,135,000
2025	3,025,000	1,074,250	4,099,250
2026	235,000	923,000	1,158,000
2027	--	911,250	911,250
2028	--	911,250	911,250
2029-2033	--	4,556,250	4,556,250
2034-2038	12,370,000	3,379,250	15,749,250
2039-2040	5,855,000	442,750	6,297,750
Total	<u>\$24,400,000</u>	<u>\$13,418,000</u>	<u>\$37,818,000</u>

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

Year ending June 30	Principal	Interest	Total
2024	\$ 200,000	\$1,131,294	\$ 1,331,294
2025	240,000	1,123,114	1,363,114
2026	3,215,000	1,113,298	4,328,298
2027	3,635,000	981,805	4,616,805
2028	3,785,000	833,133	4,618,133
2029-2033	<u>16,585,000</u>	<u>1,810,031</u>	<u>18,395,031</u>
Total	<u>\$27,660,000</u>	<u>\$6,992,675</u>	<u>\$34,652,675</u>

### **Short-Term Debt**

As of June 30, 2023, the District did not have any short-term debt outstanding. The District does not expect to issue any tax and revenue anticipation notes in fiscal year 2023-24.

## **SACRAMENTO COUNTY INVESTMENT POOL**

The County Board approved the current County Investment Policy Statement (the “Investment Policy”) on December 5, 2023 (see APPENDIX D – “SACRAMENTO COUNTY TREASURY POOL AND INVESTMENT POLICY STATEMENT”). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Director of Finance as delegated by the Board including the Investment Pool and various other small non-pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Investment Pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield. See APPENDIX D – “SACRAMENTO COUNTY TREASURY POOL AND INVESTMENT POLICY STATEMENT” for the most recent report of investments in the Treasury Pool and the County Investment Policy Statement.

### **CONTINUING DISCLOSURE**

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the “Annual Report”) by not later than 9 months following the end of the District’s fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the 2023-24 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District will enter into a Continuing Disclosure Agreement (“Continuing Disclosure Agreement”) for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the last five years, the District failed to timely file notices of ratings changes for certain of the District’s general obligation bonds, the Lease Revenue Bonds and an insurer of certain of the District’s general obligation bonds. The District also failed to associate the annual report for fiscal year 2020-21 with the CUSIP numbers for the Lease Revenue Bonds. The District has engaged Dale Scott & Co., Inc. to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

### **LEGAL MATTERS**

The legal opinion of Dannis Woliver Kelley, Long Beach, California, Bond Counsel to the District (“Bond Counsel”), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, a form of which is attached hereto as APPENDIX A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. The above professionals will receive compensation contingent upon the sale and delivery of the Bonds.

## **Limitation on Remedies; Amounts Held in the County Treasury Pool**

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

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

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

## **California Senate Bill 222**

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

## TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the “Code”), of the owners thereof pursuant to section 103 of the Code, (2) will not be included in computing alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on individuals, and (3) will be taken into account in determining adjusted financial statement income for the alternative minimum tax imposed on certain corporations. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change. The form of Bond Counsel’s anticipated opinion respecting the Bonds are included in APPENDIX A.

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

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

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

respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

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

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

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

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

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



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

***Form of Bond Counsel Opinion.*** The form of the proposed opinion of Bond Counsel relating to the Bonds is attached to this Official Statement as APPENDIX A.

### **LEGALITY FOR INVESTMENT**

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

### **RATING**

Moody's Investors Service ("Moody's") has assigned its underlying municipal bond rating of "[A3]" to the Bonds. Once issued, such rating reflects only the views of Moody's, and an explanation of the significance of such rating may be obtained as follows: Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553 0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

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

### **METHOD OF SALE**

Following a competitive bid process, as provided in the Official Notice of Sale, dated \_\_\_\_\_, 2024 (the "Notice of Sale"), \_\_\_\_\_ (the "Underwriter") has submitted the lowest bid to purchase the Bonds at the purchase price of \$ \_\_\_\_\_ (reflecting the principal amount of the Bonds plus an original issue premium in the amount of \$ \_\_\_\_\_ and less an Underwriter's discount of \$ \_\_\_\_\_).

The Notice of Sale provides that all Bonds must be purchased if any are purchased, and that the obligation to make such purchase are subject to certain terms and conditions set forth in the Notice of Sale, the approval of certain legal matters by Bond Counsel, and certain other conditions. The Underwriter has represented to the District that the Bonds have been reoffered to the public at the prices or yields stated on the inside front cover page hereof.

### **NO LITIGATION**

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or

contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

In September, 2023, the District received final notice from the Internal Revenue Service ("IRS") relating to a lien and levy for past due federal taxes in the aggregate amount, at the time of the notice, of approximately \$1.6 million, plus interest and penalties. The past due taxes purported to be owed by the District relate to IRS assessments made in 2022 and 2023 for the respective prior tax quarters occurring in 2021 and 2022. The District has the right to proceedings in Tax Court relating to the IRS claim of taxes owed and is currently reviewing the information and considering its options. [UPDATE]

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**OTHER INFORMATION**

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

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

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

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Interim Superintendent

**APPENDIX A**

**FORM OF BOND COUNSEL OPINION**

[Closing date]

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

**FINAL OPINION:**     \$\_\_\_\_\_ Sacramento City Unified School District  
                                  (Sacramento County, California) General Obligation Bonds  
                                  Election of 2020 (Measure H), 2024 Series B

Members of the Board:

We have acted as bond counsel for the Sacramento City Unified School District (Sacramento County, California) (the “District”), in connection with the issuance by the District of \$\$\_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B (the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended, and that certain resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2024 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

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

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

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

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

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

1. The Bonds constitute valid and binding general obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.
4. Interest on the Bonds is exempt from personal income taxes of the State of California.

Bondholders should note that interest on the Bonds is not a preference item for purposes of the alternative minimum tax imposed on individuals but is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no other opinion with respect to the tax status of the Bonds or any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

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

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

Respectfully submitted,

Dannis Woliver Kelley

**APPENDIX B**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AUDITED FINANCIAL STATEMENTS  
FOR FISCAL YEAR ENDED JUNE 30, 2023**

## APPENDIX C

### GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE COUNTY OF SACRAMENTO

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

#### General

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

#### Population

The following table shows historical population statistics for the City and the County since 2019.

**POPULATION**  
**The City and the County**  
**Calendar Years 2019 through 2023**

<u>Year<sup>(1)</sup></u>	<u>City of Sacramento</u>	<u>County of Sacramento</u>
2019	507,490	1,538,054
2020	520,264	1,585,055
2021	517,824	1,579,186
2022	516,958	1,573,366
2023	518,161	1,572,453

<sup>(1)</sup> This column provides provisional population estimates for January 1, 2023.

Source: California State Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2011-2020, with 2010 Census Benchmark and E-4 Population Estimates for Cities, Counties, and the State, 2021-2022, with 2020 Census Benchmark. Sacramento, California, May 2023.

## Employment

The table below provides the California Employment Development Department's estimates of total annual civilian nonagricultural wage and salary employment by number of employees in each major industry in the County from calendar years 2018 through 2022.

### WAGE AND SALARY EMPLOYMENT County of Sacramento Calendar Years 2018 through 2022<sup>(1)</sup>

Industry Category	2018	2019	2020	2021	2022
Mining and Logging	200	200	200	100	100
Construction	38,600	41,500	44,900	44,900	45,600
Manufacturing	21,200	21,800	21,800	22,400	23,200
Transportation, Warehousing & Utilities	17,400	18,800	19,800	21,900	24,500
Wholesale Trade	17,800	17,300	16,200	16,800	17,700
Retail Trade	64,300	63,200	59,100	62,800	63,400
Financial Activities <sup>(2)</sup>	33,200	33,400	33,000	32,800	32,900
Professional and Business Services	96,000	98,900	95,500	100,800	106,400
Educational and Health Services	112,200	116,600	115,600	118,700	123,200
Leisure and Hospitality	65,200	67,700	50,600	55,900	65,000
Other Services	23,300	24,100	21,200	22,100	24,300
Government	165,300	168,100	167,100	169,800	176,200
Total Nonagricultural <sup>(3)</sup>	665,500	681,900	651,600	678,900	712,700

<sup>(1)</sup> All figures are based on a March, 2022 benchmark.

<sup>(2)</sup> Includes finance, insurance, and real estate.

<sup>(3)</sup> Figures may not add to total due to independent rounding.

Source: *State of California Employment Development Department, Labor Market Information Division.*



The following table summarizes the labor force, employment and unemployment figures for the County, the State and the United States from 2019 through 2023.

**LABOR FORCE, EMPLOYMENT, AND UNEMPLOYMENT<sup>(1)</sup>**  
**County of Sacramento, State of California and United States**  
**2019 through 2023**

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate <sup>(2)</sup>
2019				
Sacramento County	711,700	685,300	26,400	3.7%
California	19,413,200	18,617,900	795,300	4.1
United States	163,539,000	157,538,000	6,001,000	3.7
2020				
Sacramento County	712,200	644,800	67,400	9.5%
California	18,971,600	17,047,600	1,924,000	10.1
United States	160,742,000	147,795,000	12,947,000	8.1
2021				
Sacramento County	719,700	669,900	49,900	6.9%
California	18,973,400	17,586,300	1,387,100	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
Sacramento County	728,300	699,800	28,500	3.9%
California	19,252,000	18,440,900	811,100	4.2
United States	164,287,000	158,291,000	5,996,000	3.6
2023				
Sacramento County	731,000	698,500	32,500	4.4%
California	19,308,300	18,388,300	920,000	4.8
United States	167,116,000	161,037,000	6,080	3.6

<sup>(1)</sup> Data reflects employment status of individuals by place of residence.

<sup>(2)</sup> Unemployment rate is based on unrounded data.

Source: *California State Employment Development Department and U.S. Bureau of Labor Statistics.*

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**Personal Income**

The following tables show the personal income and per capita personal income for the County, the State of California and the United States from 2018 through 2022.

**PERSONAL INCOME**  
**County of Sacramento, State of California, and United States**  
**2018-2022**  
**(Dollars in Thousands)**

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2018	\$78,819,492	\$2,431,773,900	\$17,671,054,000
2019	83,515,309	2,567,425,600	18,575,467,000
2020	91,987,475	2,790,523,500	19,812,171,000
2021	98,241,828	3,006,183,900	21,288,709,000
2022	97,517,936	3,018,471,100	21,804,787,500

Source: *U.S. Department of Commerce, Bureau of Economic Analysis*. U.S. Bureau of Economic Analysis, SAINC1 State annual personal income summary: personal income, population, per capita personal income and CAINC1 County and MSA personal income summary: personal income, population, per capita personal income (accessed Friday, April 5, 2023)

**PER CAPITA PERSONAL INCOME<sup>(1)</sup>**  
**County of Sacramento, State of California, and United States**  
**2018-2022**

<u>Year</u>	<u>County of Sacramento</u>	<u>California</u>	<u>United States</u>
2018	\$50,502	\$61,508	\$53,786
2019	53,005	64,919	56,250
2020	57,991	70,643	59,763
2021	61,829	76,800	64,117
2022	61,558	77,339	65,423

<sup>(1)</sup> Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).  
Source: *U.S. Department of Commerce, Bureau of Economic Analysis*.

## Major Employers

The following table sets forth the major employers in the County in 2023 in alphabetical order.

### MAJOR EMPLOYERS County of Sacramento 2023

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (manufacturers)
Agreeya Solutions	Folsom	Information Technology Services
Ampac Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Manufacturers
Apple Distribution Center	Elk Grove	Distribution Centers (wholesale)
California State University Sacramento	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Government-Correctional Institutions
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Department	Sacramento	Outplacement Consultants
Environmental Protection Agency	Sacramento	State Government-Environmental Programs
Intel Corp	Folsom	Semiconductor Devices (manufacturers)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Center	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/manufacturers)
Securitas Security Services USA	Sacramento	Security Guard & Patrol Service
Sacramento Municipal Utility District	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc.	Sacramento	Financing
Sutter Medical Center-Sacramento	Sacramento	Hospitals
Villara Building Systems	McClellan	Building Contractors
Water Resource Department	Sacramento	Government Offices-State

Source: *America's Labor Market Information System (ALMIS) Employer Database, 2024 2<sup>nd</sup> Edition.*

## Commercial Activity

A summary of taxable sales within the County for years 2018 through 2022 is shown in the following table.

**TAXABLE SALES**  
**County of Sacramento**  
**2018-2022**  
**(Dollars in Thousands)**

Year	Retail and Food Number of Outlets	Retail and Food Taxable Transactions	Total Number of Outlets	Total Outlets Taxable Transactions
2018	24,853	\$17,593,375	39,066	\$25,443,669
2019	25,530	18,195,304	40,858	26,836,365
2020	28,055	18,488,106	45,361	27,173,406
2021	25,936	23,795,032	42,482	33,918,020
2022	26,589	24,679,703	44,158	36,511,260

Source: California Department of Tax and Fee Administration, Taxable Sales, Counties by Type of Business, March 21, 2024.

## APPENDIX D

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Sacramento City Unified School District (the “District”) in connection with the execution and delivery of \$\_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B (the “Bonds”). The Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2024 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist \_\_\_\_\_ (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The initial Dissemination Agent shall be Dale Scott & Co., Inc.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“Material Events Disclosure” means dissemination of a notice of a Material Event as set forth in Section 6.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated \_\_\_\_\_, 2024 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District's fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2024, which would be due on April 1, 2025, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District's preceding fiscal year, or current fiscal year, if available at the time of filing the Annual Report (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Adopted General Fund budget for the current fiscal year or most recent interim report;

(ii) Assessed valuations, as shown on the most recent equalized assessment roll;

(iii) Average Daily Attendance for the District for the last completed fiscal year; and

(iv) Secured tax charges and delinquencies, but only if the County terminates or discontinues the Teeter Plan within the District.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

- (i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) Modifications of rights to Bondholders;
- (iii) Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; or

(viii) Incurrence of a financial obligation of the District or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.



The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or

specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: \_\_\_\_\_, 2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

ACCEPTANCE OF DUTIES AS DISSEMINATION AGENT:

DALE SCOTT & CO., INC.

By: \_\_\_\_\_  
Authorized Representative

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sacramento City Unified School District

Name of Issue: \$\_\_\_\_\_ General Obligation Bonds, Election of 2020 (Measure H), 2024 Series B

Date of Issuance: \_\_\_\_\_, 2024

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated \_\_\_\_\_, 2024. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

[ISSUER/DISSEMINATION AGENT]

By: \_\_\_\_\_

## APPENDIX E

### SACRAMENTO COUNTY TREASURY POOL AND INVESTMENT POLICY STATEMENT

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

## APPENDIX F

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

#### **General**

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

### **Discontinuation of Book-Entry Only System; Payment to Beneficial Owners**

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in St. Paul, Minnesota. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

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

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

**APPENDIX G**

**SPECIMEN MUNICIPAL BOND INSURANCE POLICY**





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.7

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3400 Ordering a School Bond Election on November 5, 2024, Requesting Consolidation with other Elections Occurring on November 5, 2024 and Authorizing Necessary Actions in Connection therewith

- 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:** It is recommended that the Board approve Resolution No. 3400 Ordering a School Bond Election on November 5, 2024, Requesting Consolidation with other Elections Occurring on November 5, 2024 and Authorizing Necessary Actions in Connection therewith

**Background/Rationale:** The District has passed three general obligation bond measures in recent years: Measures Q and R in 2012 and Measure H in 2020. Significant capital improvements have been undertaken with the proceeds of bonds issued under Measures Q and R and Measure H, which projects are still underway.

Per the Board's direction, staff has been working with its consultant team to prepare a new general obligation bond measure to be placed on the November 5, 2024 ballot to further the ongoing capital improvement work within the District. The projects authorized to be funded by the bond measure are in accordance with the District's Facilities Master Plan and equity lens.

The tax rate to repay the bonds under a new measure will remain at the same levels as the current tax rate levied to repay Measures Q, R and H, without an increase.

Approval of this Resolution by 2/3rds vote of the Board will provide direction to staff to file the election order with the County of Sacramento in order to request that the District's bond measure be consolidated with the County-wide general election

occurring on November 5, 2024. The election order must be filed with the County by August 9, 2024.

**Financial Considerations:** The bond measure will request that voters within the District authorize the District to issue \$543,000,000 in general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SCUSD and not from the general fund. The costs of holding the election will be paid from the District's general fund.

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

**Documents Attached:**

1. Resolution No. 3400 Ordering a School Bond Election on November 5, 2024, Requesting Consolidation with other Elections Occurring on November 5, 2024 and Authorizing Necessary Actions in Connection therewith

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Chris Ralston, Assistant Superintendent, Facilities  
Support Services

**Approved by:** Janea Marking, Chief Business and Operations Officer  
Lisa Allen, Superintendent

## **RESOLUTION NO. 3400**

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION ON NOVEMBER 5, 2024, REQUESTING CONSOLIDATION WITH OTHER MEASURES OCCURRING ON NOVEMBER 5, 2024, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Sacramento City Unified School District ("District"), first established in 1854, has provided high quality education to its more than 40,000 prekindergarten through 12th grade and adult school students in the local community over its long history, consistent with its mission to educate the public; and

**WHEREAS**, our community's support for general obligation bonds in the past, under Measures Q & R in 2012 and Measure H in 2020, has helped to meet critical renovation, modernization and safety needs at the District's schools; and

**WHEREAS**, though bond funding has made a significant impact, our local schools still have urgent needs that must be addressed to maintain academic excellence, and to enable the District to achieve its vision, that: (i) systemic inequities be confronted and interrupted to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness, and (ii) all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options; and

**WHEREAS**, aging education facilities need repairs and upgrades to meet modern academic and safety standards, to ensure all schools have up-to-date technology, as well as safe, secure campuses to protect students and staff, and to provide modern classrooms that will attract and retain the best teachers and staff; and

**WHEREAS**, the District has recently conducted and adopted a comprehensive Facilities Master Plan that identifies the upgrades needed at each school site in order to support STEAM and CTE programs, create academic and safety equal access, enhance technology, improve student and school site safety and security, support physical education and athletic programs, and improve schools and classrooms; and

**WHEREAS**, the District cannot rely on the State of California to fund school facility improvements and the limited state dollars available for facility upgrades often require local matching funds that could be provided by a local bond measure; and

**WHEREAS**, proceeds of bonds are the primary means by which the District is able to keep its school buildings and classrooms in good repair, safe, designed and equipped to support changing educational standards, methods and approaches; and

**WHEREAS**, the Board of Education of the District (the "Board") is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code ("Education Code") and is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to Section 15100 *et seq.* of the Education Code; and

**WHEREAS**, pursuant to section 18 of Article XVI and section 1 of Article XIII A of the California Constitution (also known as "Proposition 39"), and Section 15266 of the Education Code, school districts may seek approval of general obligation bonds and levy an *ad valorem* tax to repay those bonds upon a fifty-five percent (55%) vote of those voting on a proposition for that purpose, provided certain accountability measures are included in the proposition; and

**WHEREAS**, a bond measure will benefit the District's local schools only, and no funds may be taken away by the State or other school districts;

**WHEREAS**, any Proposition 39 local bond measure proposed by the District is legally required to include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised and that none of the money is spent on school operating expenses such as administrators' salaries or pensions; and

**WHEREAS**, the Board deems it necessary and advisable to submit such a bond proposition to the electors to be approved by fifty-five percent (55%) of the votes cast; and

**WHEREAS**, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election, as required by Section 15266 of the Education Code, and on November 5, 2024, a statewide general election is scheduled to occur throughout the District; and

**WHEREAS**, pursuant to Section 15270 of the Education Code, if the measure is approved by the voters, bonds may only be issued if the tax rate levied to meet the debt service requirements would not exceed sixty dollars (\$60) per year per one hundred thousand dollars (\$100,000) of taxable property when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution and

**WHEREAS**, the estimated tax rates, duration of tax collection, and total estimated amount of debt service, is described in the Tax Rate Statement contained in **Exhibit C** hereto; and

**WHEREAS**, Section 9400 *et seq.* of the California Elections Code requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

**WHEREAS**, the Board now desires to authorize the filing of ballot arguments in favor of the proposition to be submitted to the voters at the election.

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Education of the Sacramento City Unified School District as follows:

*Section 1. Specifications of Election Order.* Pursuant to Sections 5304, 5322, 15100 *et seq.*, and Section 15266 of the Education Code, an election shall be held within the District on November 5, 2024, for the purpose of submitting to the registered voters of the District the full ballot proposition contained in **Exhibit B** ("Full Ballot Text"), which Full Ballot Text is hereby approved.

*Section 2. Request to County Officers to Conduct Election; Cost of Election.* The Sacramento County Board of Supervisors ("Board of Supervisors") is hereby requested to

allow and order the Sacramento County Registrar of Voters ("County Registrar") to provide for the performance of its duties in accordance with Education Code section 5303, and pursuant to section 5303 and 5322 of the California Education Code, to take all steps to call and hold the election in accordance with law and these specifications. The District will reimburse the County Registrar and the County for costs associated with the election as required by law.

Section 3. Consolidation of Election and Canvass of Vote.

- (a) Pursuant to Section 5342 of the Education Code and Section 10400 et seq. of the Elections Code, the election is requested to be consolidated with other elections occurring on November 5, 2024.
- (b) The Board of Supervisors is authorized and requested to canvass the returns of the election, as necessary, pursuant to Section 10411 of the California Elections Code.

Section 4. Abbreviation of Proposition/Ballot Label. Pursuant to Sections 13119 and 13247 of the California Elections Code and Section 15122 of the Education Code, the Board hereby directs the County Registrar to use the ballot measure summary ("Ballot Label") that is attached hereto as **Exhibit A**. The Ballot Label shall function merely as an abbreviation of the Full Ballot Text and does not stand alone as a complete and binding statement of the measure, nor is it possible for the Ballot Label to contain all of the project and financial information a voter might wish to consider in casting a vote. Voters are urged to review the Full Ballot Text and the Tax Rate Statement to obtain a complete understanding of the measure, including all of the financial projections and estimates upon which the measure is based.

Section 5. Voter Pamphlet/Sample Ballot. The County Registrar is hereby requested to take the following actions with regard to the Voter Information Pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code:

- (a) To print the Full Ballot Text (**Exhibit B** hereto), without Exhibit references, in the Voter Information Pamphlet in its entirety. In the event the Full Ballot Text is not reprinted in the voter information pamphlet in its entirety, the County Registrar is hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

*"The above statement is an impartial analysis of Measure \_\_\_\_\_. If you desire a copy of the measure, please call the Sacramento County Registrar of Voters at \_\_\_\_\_ and a copy will be mailed at no cost to you."*

- (b) In accordance with Education Code Section 15122.5, to print in the Voter Information Pamphlet the following statement:

*"Approval of Measure \_\_\_\_ does not guarantee that the proposed project or projects in the Sacramento City Unified School District that are the subject of bonds under Measure \_\_\_\_ will be funded beyond the local revenues generated by Measure \_\_\_\_\_. The school district's proposal for the project or projects may assume the receipt of matching state funds,*

*which could be subject to appropriation by the Legislature or approval of a statewide bond measure.”*

**Section 6. Accountability Measures.** Pursuant to legal requirements, and as specified in the Full Ballot Text, the Board certifies that the District:

- (a) Has evaluated the facilities needs of the District and has evaluated safety, class size reduction and information technology needs in developing the Bond Project List contained in the Full Ballot Text;
- (b) Will appoint a new or empower an existing independent Citizens’ Oversight Committee to ensure that bond proceeds are expended only for the school facilities projects described in the Bond Project List, in accordance with Education Code section 15278 *et seq.*;
- (c) Will conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List;
- (d) Will conduct or cause to be conducted an annual independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List; and
- (e) Shall take all actions to establish an account in which proceeds of the sale of the bonds will be deposited, and to cause a report to be filed with the Board no later than each January 1 identifying proceeds received and expended in the past fiscal year and the status of any project funded or to be funded with bond proceeds. The first report shall be due no later than January 1 of the first year after which bonds have been issued and proceeds spent.

**Section 7. Required Vote.** Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the State Constitution, the above proposition shall become effective upon the affirmative vote of at least fifty-five percent (55%) of those voters voting on the proposition.

**Section 8. Delivery of Order of Election to County Officers.** The Clerk of the Board is hereby directed to deliver or cause to be delivered, ***no later than the submission date of August 9, 2024***, one copy of this Resolution to the County Registrar with the Tax Rate Statement (in substantially the form attached hereto as **Exhibit C**), completed and signed by the Superintendent or her designee, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of Sacramento County.

**Section 9. Ballot Arguments.** The members of the Board are hereby authorized to prepare and file with the County Registrar a ballot argument in favor of the proposition contained in Section 1 hereof, and or a rebuttal argument, within the time established by the County Registrar.

**Section 10. Intention to Reimburse.** The District may incur costs associated with bond-funded projects described in **Exhibit B** hereto prior to the issuance of bonds. For purposes of establishing compliance with the requirements of Section 1.150-2 of the regulations of the U.S. Treasury Department, the Board hereby declares its official intent to use proceeds of the bond to reimburse itself for lawful expenditures on capital projects as described on the Bond Project List, up to a maximum principal amount of \$54.3 million.

*Section 11. Further Authorization.* The Superintendent and the Chief Business and Operations Officer (each, a "District Representative") are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without action of the Board, modification of the Full Ballot Text, the Ballot Label, and Tax Rate Statement if either determines such modifications are necessary and in the District's best interests. This Resolution and all of its Exhibits that are filed with the County Registrar by a District Representative shall constitute the final, binding ballot measure of the District.

*Section 12. Effective Date.* This Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** this day, May 2, 2024, by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Board President

Attest:

By: \_\_\_\_\_  
Board Secretary

**EXHIBIT A**

BALLOT LABEL

With funds that cannot be taken by the State and spent elsewhere and no projected increase in current tax rates, shall Sacramento City Unified School District's measure to expand Science, Technology, Engineering, Arts, and Mathematics (STEAM) classrooms; replace leaky roofs; and upgrade school security be adopted, authorizing \$543 million of bonds with legal rates, audits, average levies below \$35 per \$100,000 of assessed valuation (raising \$36 million annually while outstanding), citizen oversight and full public disclosure of all spending?

Bonds – Yes \_\_\_\_\_

Bonds – No \_\_\_\_\_



## **EXHIBIT "B"**

### **FULL BALLOT TEXT**

#### **Measure \_\_\_**

*[Letter designation to be assigned by Registrar of Voters]*

By approval of this measure by at least fifty-five percent (55%) of the registered voters voting thereon, the Sacramento City Unified School District shall be authorized to issue and sell bonds of up to \$543,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed below in the Bond Project List, subject to all of the accountability safeguards specified herein.

#### **SECTION I: KEY FINDINGS**

- Sacramento City Unified School District has provided high quality education to its more than 40,000 prekindergarten through 12th grade and adult school students in the local community over its long history, consistent with its mission to educate the public.
- In the past, local voters have approved school facility bonds to help the District meet critical renovation, modernization and safety needs at the District's schools, and a citizens' oversight committee verified that all funds expended thus far were spent in accordance with voter-approved priorities.
- District voters have previously approved bond authorizations in 2012 and 2020, the combined tax rate associated with these prior authorizations averaged \$120 per \$100,000 of assessed value (not market value) of taxable property.
- Though bond funding has made a significant impact, our local schools still have urgent needs that reach beyond the scope of the District's annual operating budget, such that passing this bond measure provides a guaranteed and necessary source of local funding to maintain and improve the community's local school facilities.
- The District has conducted a comprehensive Facilities Master Plan to identify the upgrades needed at each school site in order to: support STEAM and CTE programs, create academic and safety equal access, enhance technology, improve student and school site safety and security, support physical education and athletic programs, visual and performing arts and improve schools and classrooms.
- Bond revenue is the primary means by which all local school districts are able to keep its school buildings and classrooms in good repair, safe, designed and equipped to support changing educational standards, methods and approaches.
- The District cannot rely on the State of California to fund school facility improvements and the limited state dollars available for facility upgrades often require local matching funds that could be provided by a local bond measure.
- This bond measure will benefit local schools only and no funds can be taken away by the State or other school districts, and by law, no money can be used for administrator salaries or pensions.
- This bond measure requires strict fiscal accountability protections including mandatory annual audits and an independent citizens' oversight committee comprised of local residents to ensure funds are managed and spent properly.

## SECTION II: ACCOUNTABILITY MEASURES

The provisions in this section are included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific facilities needs of the District, all in compliance with the requirements of Article XIII A, section 1(b)(3) of the State Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Section 15264 *et seq.* of the California Education Code).

**Evaluation of Needs.** The Board of Education has evaluated the facilities needs of the District and has identified projects to finance from a local bond measure at this time. The Board of Education has certified that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Independent Citizens' Oversight Committee.** The Board of Education shall appoint a new or empower an existing independent Citizens' Oversight Committee in accordance with Education Code sections 15278-15282 and applicable Board policy, to ensure bond proceeds are expended only for the school facilities projects listed in the Bond Project List. The committee shall be established within sixty (60) days of the date when the Board of Education enters the results of the election in its official minutes.

**Annual Performance Audit.** The Board of Education shall conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List.

**Annual Financial Audit.** The Board of Education shall conduct or cause to be conducted an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent.

**Annual Report to Board.** Upon approval of this measure and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent shall cause a report to be filed with the Board of Education no later than January 1 of each year, commencing on the first January 1 after bonds have been issued and proceeds spent, stating (1) the amount of bond proceeds received and expended in the past fiscal year, and (2) the status of any project funded or to be funded from bond proceeds. The report may be incorporated into the annual budget, annual financial report, or other appropriate routine report to the Board.

## SECTION III: BOND PROJECT LIST

Bond proceeds will be expended to modernize, replace, renovate, expand, construct, acquire, equip, furnish and otherwise improve the classrooms and school facilities of the District.

The specific school facilities projects to be funded include:

- **Earl Warren Campus Renewal** – Replace, repair, modernize property and building infrastructure including, but not limited to, roof and roof systems, sewer, storm-water, and water distribution systems, electrical and electrical distribution systems, windows, paint, fences, and landscape. Replace, repair, modernize classrooms and other school spaces, flooring, furniture, low voltage, window coverings, and technology. Security and sustainability work as needed to meet need and California building code.
- **New Elder Creek Elementary School** – Replace and modernize the campus as determined by sufficient exploratory means to provide best value and educational experience to the students and staff. Work may include, but not limited to,

replacement of buildings, new infrastructure in service of new space, sufficient classrooms and Multi-purpose space, STEAM education space, administration space, and student and family support spaces.

- ***New McClatchy Competition Pool*** – Replace and install a new, competition-size pool to sufficiently allow programs to complete per CIF regulations with a timing system, ADA code requirements for adjacent spaces, and spectator seating. The pool equipment will have modern and automatic controls to properly operate chemical balance and temperature. The district will consider all options that reduce the carbon footprint of the project and on-going maintenance when possible.
- ***Technology Upgrades***: Upgrade, install, expand district-wide technology including computers, tablets, peripheral hardware, software, classroom technology tools, data backup systems, remote learning software, internet, wi-fi, network connections and infrastructure, and other equipment conducive to a modern learning environment
- ***Hiram Johnson High School Campus Renewal*** - Replace, repair, modernize property and building infrastructure including, but not limited to, roof and roof systems, sewer, storm-water, and water distribution systems, electrical and electrical distribution systems, windows, paint, fences, and landscape. Replace, repair, modernize classrooms and other school spaces, flooring, furniture, low voltage, window coverings, and technology. Security and sustainability work as needed to meet need and California building code.
- ***Hiram Johnson High School Performance Art Center Modernization*** – Repair, modernize, replace systems and materials inside the Performing Arts Center including but not limited to flooring, stage, electrical, lighting, audio/visual equipment and controls, and seats. Provide for ADA and other code required work as possible.
- ***JFK High School Performance Art Center Upgrade*** - Repair, modernize, replace systems and materials inside the Performing Arts Center including but not limited to flooring, stage, electrical, lighting, audio/visual equipment and controls, and seats. Provide for ADA and other code required work as possible.
- ***Mechanical and Infrastructure Upgrades at Various Sites*** – Repair, replace, modernize components of the Heating and Cooling (HVAC) systems across identified campuses. Work will include replacement of equipment to all electric, upgrade controls, and highest level filtration practical. Work may include infrastructure upgrades and code compliance as required by the Division of State Architect.
- ***New Miwok Middle School*** - Replace and modernize the campus as determined by sufficient exploratory means to provide best value and educational experience to the students and staff. Work may include, but not limited to, replacement of buildings, new infrastructure in service of new space, sufficient classrooms and cafeteria space, gymnasium, administration space, including single point of access, and student and family support spaces.
- ***Rosa Parks Elementary/Middle School Campus Renewal*** - Replace, repair, modernize property and building infrastructure including, but not limited to, roof and roof systems, sewer, storm-water, and water distribution systems, electrical and electrical distribution systems, windows, paint, fences, and landscape. Replace, repair, modernize classrooms and other school spaces flooring, furniture, low voltage, window coverings, and technology. Security and sustainability work as needed to meet need and California building code.

- **Rosemont High School Campus Renewal** - Replace, repair, modernize property and building infrastructure including, but not limited to, roof and roof systems, sewer, storm-water, and water distribution systems, electrical and electrical distribution systems, windows, paint, fences, and landscape. Replace, repair, modernize classrooms and other school spaces, flooring, furniture, low voltage, window coverings, and technology. Security and sustainability work as needed to meet need and California building code.
- **Rosemont High School Performance Art Center Modernization** - Repair, modernize, replace systems and materials inside the Performing Arts Center including but not limited to flooring, stage, electrical, lighting, audio/visual equipment and controls, and seats. Provide for ADA and other code required work as possible.
- **Will C Wood Middle School Upgrades** - Replace, repair, modernize property and building infrastructure including, but not limited to, roof and roof systems, sewer, storm-water, and water distribution systems, electrical and electrical distribution systems, windows, paint, fences, and landscape. Replace, repair, modernize classrooms and other school spaces, flooring, furniture, low voltage, window coverings, and technology. Security and sustainability work as needed to meet current need and California building code.

Listed projects, repairs, improvements, rehabilitation projects and upgrades will be completed only as needed, and the listing of projects does not imply a particular prioritization among such improvements. Projects may be done in phases, based on Board of Education priorities and available funding. Listed projects may be completed at any and all District schools, sites, properties (owned, leased or yet to be acquired) and education buildings where such project is determined necessary. Bond projects are anticipated to provide benefit to all users of school facilities, sites and buildings, including charter schools that occupy school campuses, community members and other organizations.

Decisions regarding the scope, function, timing, location, prioritization or other facets of project implementation for school facility projects listed on the Bond Project List will be made solely by the Board of Education by subsequent action, including the interpretation, meaning and intent of each listed project. Where terms such as "renovate," "upgrade," "replace," "improve" and "repair" are used in the Bond Project List, the Board of Education has the discretion to determine the best method for accomplishing the project's objective, including the use of new construction. For any listed project involving renovation or modernization of a building or the major portion of a building, the District may proceed with new replacement construction instead (including any necessary demolition), if the District determines that replacement and new construction is more practical than renovation, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. Where feasible, projects may be completed in partnership with other public or private agencies on a joint use basis using bond proceeds, subject to federal tax rules and regulations.

In addition to the specific projects listed above, bond proceeds may also be applied to the specific projects listed below if the Board of Education deems it to be in the best interest of the District as evidenced by their approval of such project:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems

- Expand, renovate and revitalize existing or construct new classrooms and school facilities for Science, Technology, Engineering, Arts, and Math (“STEAM”) instruction
- Expand, renovate and revitalize existing or construct new classrooms, learning spaces, and play areas for special education, transitional kindergarten, pre-kindergarten and after-school programs
- Expand, renovate and revitalize existing or construct new classrooms and school facilities for vocational and career training programs including coding, robotics, engineering, health sciences, creative arts, media and computer science and other academic, college and career pathways
- Ensure district-wide accessibility enhancements mandated by federal and state regulations for classrooms, restrooms, playgrounds, and walkways for students with disabilities
- Expand, renovate, modernize cafeterias and dining facilities, integrating energy efficient appliances while phasing out gas-powered appliances
- Improve energy efficiency and sustainability by incorporating renewables energy sources, installation of energy efficient lighting and systems, solar panels, battery storage, and other zero-carbon alternatives
- Acquire, install and/or upgrade campus safety and security systems, including intercom and emergency communications systems, video surveillance, lighting systems, bell systems, fire and life safety systems, installing fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks and security systems
- Develop, construct, install and improve outdoor areas including, playgrounds , play structures and equipment, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, removing asphalt, and building/installing shade structures and seating
- Renovate, construct and modernize classrooms, restrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, solar panels and battery storage
- Renovate, expand, construct and modernize classrooms, facilities, workspaces, libraries, office and conference room spaces for media resource centers, mental health, wellness, counseling, and student and community social services
- Renovate, repair, replace, modernize, construct libraries, theater/auditorium, multipurpose rooms and classrooms for music and visual and performing arts programs
- Provide adequate furniture and equipment for all classrooms and school facilities
- Renovate, repair, replace, construct and/or install athletic playfields, playgrounds, play surfaces, grandstands, pools, other athletic facilities, locker rooms and all related improvements and equipment
- Repair, modernize or replace portable classrooms with permanent classrooms
- Make school site safety improvements to include repairing or replacing sidewalks, concrete and asphalt surfaces, including in the parking areas, the service areas, and the pick-up and drop-off areas and campus core areas;

Each project is assumed to include its share of costs of bond issuance, architectural, engineering, legal, accounting and similar planning costs and professional services; litigation costs; construction management; bond project consultants; staff development and training expenses associated with learning construction techniques and approaches and new bond-funded equipment and systems; the furnishing and equipping of all projects, including equipment to maintain facilities in a safe and clean condition; and a customary contingency for unforeseen design and construction costs. Payment of the costs of preparation of facilities planning and project implementation studies, feasibility and assessment reviews, master planning, environmental studies, permit and inspection fees, Division of State Architect (DSA) - related requirements, studies and assessments, including ADA and seismic, and temporary housing, storage and relocation costs for dislocated programs or activities caused or necessitated by projects on the Bond Project List are permissible bond expenditures. Land may be acquired for any project, and all projects may be furnished and equipped using bond proceeds to ensure the functionality and usability of facilities and sites constructed or reconstructed with bond proceeds. Bond proceeds may be used to retire any interim funding incurred to advance fund projects described on the Bond Project List or any outstanding lease revenue bonds or certificates of participation of the District. The upgrading of technology infrastructure listed above includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

The final cost of each project will be determined as plans are finalized and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Necessary site preparation, grading or restoration may occur in connection with acquisition of property, new construction, modernization, renovation or remodeling, or installation or removal of modular classrooms, including ingress and egress, removing, replacing or installing irrigation, utility lines, trees and landscaping, relocating fire access roads and acquiring any necessary easements, leases, licenses or rights of way to the property.

The Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

#### **SECTION IV: ADDITIONAL SPECIFICATIONS**

**No Operating Expenses.** Proceeds from the sale of Bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation or replacement of school facilities on the Bond Project List, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities, and not for any other purpose, including teacher or administrator salaries and other school operating expenses in accordance with applicable law.

**Single Purpose.** All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Section 15100 of the California Education Code, and all the enumerated purposes shall constitute the specific single purpose of the bonds and proceeds of the bonds shall be spent only for such purpose.

**Other Terms of the Bonds.** The bonds may be issued and sold in several series, and in accordance with a financing plan determined by the Board of Education pursuant to

requirements of law. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum and with a maximum term not exceeding the statutory maximum, provided that the average useful life of bonds sold will not exceed one hundred twenty percent (120%) of the average life of the projects being financed or as otherwise provided by federal tax law. Bond funds may be used to reimburse the District for Bond Project list expenditures incurred prior to the election and bond issuance, in accordance with federal tax law.

Attention of all voters is directed to the fact that the financial information contained in this measure is based upon the District's projections and estimates only, which are not binding upon the District, nor are the summary or average payment estimates, if any, provided in the Ballot Label. The actual tax rates, debt service and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

In preparing this information, the District obtained reasonable and informed projections of assessed property valuations that took into consideration projections of assessed property valuations made by the County Assessor, if any, in accordance with Education Code Section 15100(c).

## EXHIBIT C

### TAX RATE STATEMENT

\$543 MILLION  
SACRAMENTO UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS

An election will be held within the boundaries of Sacramento City Unified School District ("District") on November 5, 2024 to authorize the sale of up to \$543 million in bonds to finance facilities as described in the measure. If the bonds are approved, the District expects to sell the bonds in multiple series. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property located within the District. The following information is provided in compliance with Sections 9400 to 9404, inclusive, of the California Elections Code.

1. The best estimate from official sources of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election and a projection based on experience within the same jurisdiction and other demonstrable factors, is estimated to be \$34.96 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2052-53.

2. The best estimate from official sources of the highest tax rate that would be required to be levied to fund this bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of filing this statement, and a projection based on experience within the same jurisdiction and other demonstrable factors, is estimated to be \$48.18 per \$100,000 of assessed valuation first occurring in fiscal year 2038-39.

3. The best estimate from official sources of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is \$994.3 million.

Voters should note that the estimated tax rate is based on the ASSESSED VALUE of taxable property on the Sacramento County official tax rolls, not on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates, debt service and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

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Lisa Allen, Superintendent  
Sacramento City Unified School District





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** May 2, 2024

**Subject:** Adopt Resolution No. 3403: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Classified Layoffs

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

**Division:** Human Resource Services

**Recommendation:** Adopt Resolution No. 3403: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Classified Layoffs.

**Background/Rationale:** On February 15, 2024, the Board of Education adopted its Resolution Notice of Layoff: Classified Employees- Reduction in Force Due to Lack of Funds and/or Lack of Work (Resolution No. 3384). Pursuant to Resolution No. 3384, Human Resource Services sent notices to affected classified employees on or before March 15, 2024 informing them they are subject to layoff for the 2024-2025 school year. Pursuant to Education Code section 45117, a hearing was held before an Administrative Law Judge, the Honorable Sean Gavin, on April 22, 2024.

The Administrative Law Judge's proposed decision to the Board, dated TBD was received by the District on TBD. The Board, at this meeting, will consider the proposed decision by its Resolution No. 3403. Once the resolution is adopted, final layoff notices shall be served on the affected employees before May 15, 2022 as required by law.

**Financial Considerations:** N/A

**LCAP Goal 2:** Safe, Clean, and Healthy Schools

**Documents Attached:**

1. Resolution No. 3403 – TBD
2. Executive Summary – TBD

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Cancy McArn, Chief Human Resources Officer

**Approved by:** Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** May 2, 2024

**Subject:** Charter Oversight and Renewal Overview

- 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:** This is an information item. No Board action is recommended.

**Background/Rationale:** This item is designed to provide the Board with information about the oversight and renewal processes. The Board should expect to receive six charter renewal petitions in the 2024-25 school year which will need to be considered in accordance with legal requirements.

The Sacramento City Unified School Board authorizes 15 charter schools and directs the Superintendent and her designee, the Director of Innovative Schools, to perform the required oversight. The Director of Innovative Schools performs annual review of the authorized charter schools and reports that information to the Board. The Director will also receive, review, and bring charter renewal petitions to the board.

**Financial Considerations:** There are no financial considerations specific to this item.

**LCAP Goal(s):** Goal 2: Foundational Educational Experiences with Equitable Outcomes for All Students  
Goal 8: Basic Services and Districtwide Operations/Supports

**Documents Attached:**

1. Sample Annual Board Report
2. Sample Annual Oversight Staff Report
3. Sample Renewal Report

**For below: FONT SIZE 10:**

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Mary Hardin Young, Deputy Superintendent

Amanda Goldman, Director of Innovative Schools

**Approved by:** Lisa Allen, Superintendent



# Charter School Oversight

## Annual Report to the Authorizing Board

**2023-24 School Year**

Report prepared by:  
Amanda Goldman, Director II, Innovative Schools

### UNDERSTANDING OVERSIGHT

Charter school governing boards and leadership are the primary leaders in overseeing their school(s). They are responsible for providing high-quality, equitable academic programs to all enrolled students, providing fiscal oversight for their school(s), and ensuring compliance with all federal, state, and local laws and regulations. District authorizers act as an additional layer of oversight for charter schools within their purview to verify that all programs are high quality and accessible for all students. Strong student-centered charter oversight supports equal access to high-quality educational options in the community. Oversight is organized around a set of key questions aligned with the guiding principles of the California Charter Authorizing Professionals (CCAP).

- Is the charter school operating and governed effectively?
- Is the charter school's education program a success?
- Is the charter school financially viable?
- Is the charter school serving public policy purposes?

This report is an overview of materials compiled based on the review of publicly available data, school-provided local data, fiscal documents, the school's website, governing board meetings, site visits, and other documents. The authorizer does not certify or otherwise guarantee the school's work. The detailed materials supporting this work are available at the included links.

Note: This is a sample report. The final report will include a summary table and link to staff report for all 15 charter schools authorized by SCUSD.

## DESCRIPTION OF ANALYSIS

For each charter school authorized by SCUSD, the Office of Innovative Schools conducted an analysis and provided a performance indicator for each area in the table below. The table also includes an overview of the items reviewed as part of the analysis.

Performance Area	Items Reviewed
On-Track for Renewal / CDE Renewal Tier	Provided by the CDE, based on data provided through the California Dashboard.
Governance and Reporting	Charter board or local governance meeting agendas and minutes, board-approved policies, timely reporting of required materials to authorizer, county, or state, LCAP, CalSASS staffing report
Financial Responsibility	All required reports, including adopted budgets, unaudited actuals, interim budgets, audit reports, cash flow statements, LCAP
Educational Program	Dashboard indicators for ELA, Math, and English Learner Development, Graduation Rate, College and Career, Suspension, Chronic Absenteeism Indicators, Local Performance Data, Whole School and Sub-Groups
Public Policy Purpose / Serving all Students Who Wish to Attend	Lottery/Enrollment policies, demographic data, student exit/discipline patterns, engagement in continuous improvement

For each performance area, schools are ranked as “Meets Standard,” “Partially Meets Standard,” or “Does Not Meet Standard.” If the indicator is anything less than “Meets Standard,” action items have been assigned to the charter schools to remedy that condition. For the CDE Renewal Tier, the “High” and “Medium” tiers are generally presumed to be renewals lasting 5-7 years unless there are other significant concerns. The “Low” tier is generally presumed to be a non-renewal or a 2-year conditional renewal.

## LIST OF SCHOOLS

→ Click on the school name to reach the performance assessment for that school

Renewal Year 2024-2025	Renewal Year 2025-2026	Renewal Years 2026-2027 & 2027-2028*
<ul style="list-style-type: none"> <li>• <a href="#">Growth Public School</a></li> <li>• <a href="#">St Hope: Public School 7</a></li> <li>• <a href="#">St Hope: Sacramento Charter High School</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Aspire Capitol Heights Academy</a></li> <li>• <a href="#">Sacramento Academic and Vocational Academy (SAVA)</a></li> <li>• <a href="#">Sol Aureus College Preparatory</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">California Montessori Project, Capitol Campus</a></li> <li>• <a href="#">Capitol Collegiate Academy</a></li> <li>• <a href="#">Language Academy of Sacramento</a></li> <li>• <a href="#">Yav Pem Suab Academy*</a></li> </ul>
<ul style="list-style-type: none"> <li>• <a href="#">George Washington Carver</a></li> <li>• <a href="#">New Technology Early College High School</a></li> <li>• <a href="#">The Met</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Bowling Green Elementary</a> <ul style="list-style-type: none"> <li>○ Chacon Language and Science Academy</li> <li>○ McCoy Academy of Excellence</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">New Joseph Bonnheim Community Charter</a></li> </ul>

Note: This is a sample report. The final report will include a summary table and link to staff report for all 15 charter schools authorized by SCUSD.

### Growth Public Schools

Independent - Grades Served: TK-8 - Renewal by June 30, 2025 - [Link to Full Staff Report](#)

Performance Area	Performance Level	Notes or Required Actions
On track for Renewal / CDE Renewal Tier		
Governance and Reporting		
Financial Responsibility		
Educational Program		
Public Policy Purpose / Serving all Students Who Wish to Attend		

### St Hope: Public School 7

Independent - Grades Served: TK-8 - Renewal by June 30, 2025 - [Link to Full Staff Report](#)

Performance Area	Performance Level	Notes or Required Actions
On track for Renewal / CDE Renewal Tier		
Governance and Reporting		
Financial Responsibility		
Educational Program		
Public Policy Purpose / Serving all Students Who Wish to Attend		

### St Hope: Sacramento Charter High School

Independent - Grades Served: 9-12 - Renewal by June 30, 2025 - [Link to Full Staff Report](#)

Performance Area	Performance Level	Notes or Required Actions
On track for Renewal / CDE Renewal Tier		
Governance and Reporting		
Financial Responsibility		
Educational Program		
Public Policy Purpose / Serving all Students Who Wish to Attend		

Note: This is a sample report. The final report will include a summary table and link to staff report for all 15 charter schools authorized by SCUSD.



## Annual Charter School Oversight Staff Report

### The MET Sacramento 2023-24

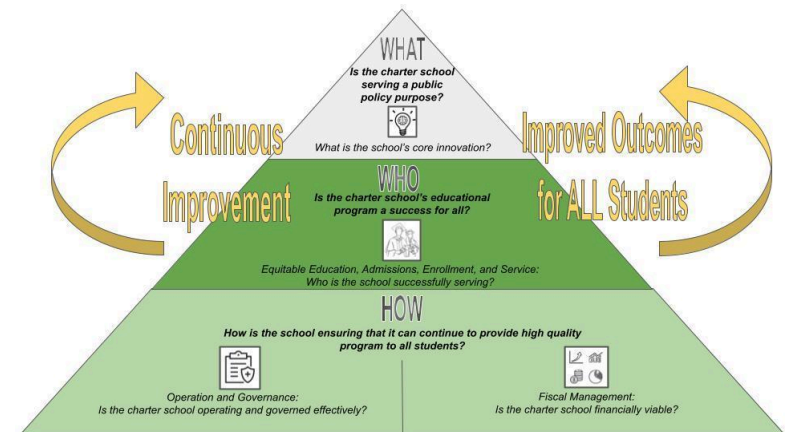
This document serves as the appendix document for the Annual Oversight Board Report. It is compiled by the Director of Innovative Schools with contributions from charter school leaders.

<b>UNDERSTANDING OVERSIGHT</b>	2
<b>SCHOOL OVERVIEW</b>	3
<b>ADVANCING EQUITY, INNOVATION, AND ACCESS</b>	4
Core Question: Is the charter school serving public policy purposes?	4
<b>ACADEMIC PERFORMANCE</b>	5
Core Question: Is the charter school's education program a success for all?	5
Measure 1: Academic Performance	5
Measure 2: Academic Engagement	6
Measure 3: Local Assessments	8
<b>SITE VISIT REPORT</b>	10
Core Question: Is the charter school engaging in cycles of continuous improvement?	11
Core Question: Is the charter school operating and governed effectively?	12
<b>OPERATIONS AND GOVERNANCE</b>	13
Core Question: Is the charter school operating and governed effectively?	13
<b>FINANCIAL HEALTH AND SUSTAINABILITY</b>	22
Core Question: Is the charter school financially viable?	22
Financial Documents	22
Attendance Documents	22
<b>OVERSIGHT ASSURANCES</b>	24

## UNDERSTANDING OVERSIGHT

Charter school governing boards and leadership are expected to be the primary leaders in the oversight of their school(s). They are responsible for providing high-quality, equitable academic programs to all enrolled students, providing fiscal oversight for their school(s), and ensuring compliance with all federal, state, and local laws and regulations. However, District authorizers act as an additional layer of oversight for charter schools within their purview to verify that all programs are high quality and accessible for all students. Strong student-centered charter oversight supports equal access to high-quality educational options in the community. Oversight is organized around a set of key questions aligned with the guiding principles of the California Charter Authorizing Professionals (CCAP).

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## IDENTIFIED STRENGTHS AND AREAS FOR IMPROVEMENT

This section of the *Annual Performance Report* provides an authorizing agency summary of identified strengths and areas for improvement, based on indicators and metrics aligned with four guiding questions:

- Is the charter school operating and governed effectively?
- Is the charter school's education program a success?
- Is the charter school financially viable?
- Is the charter school serving public policy purposes?

Is the Charter School on track for renewal (Y/N)?	
Strengths	Areas for Improvement
Authorizing Agency-Required Actions	

## SCHOOL OVERVIEW

General Information	
Grades Served	
Total Enrollment/As of...	
School Website	
Leadership Team/Positions	
Administrative Office Address & Phone	
Additional Site Addresses/Phone Numbers, As Applicable	
Board Members/Offices/Terms	
School Mission	
Brief School Description (Max: 300-500 words)	

## ADVANCING EQUITY, INNOVATION, AND ACCESS

### Core Question: Is the charter school serving public policy purposes?

This section provides an opportunity for the school to reflect on its purpose within the community as articulated in the approved petition. Reflection questions and data include:

- How has the school remained faithful to the educational needs of the community where the charter school is located?
- How has the school's presence in the community continued to serve the interests of the entire community, including any benefits to its public school system as a whole?
- Evidence should include the most recent data that demonstrates:
  - that the school advances equity and fair treatment for students through the academic performance of significant student groups,
  - compliance with laws protecting the rights of students, including lack of adverse findings on disproportionality of discipline and identification for special education
  - fair and equitable enrollment practices.

Charter School Narratives & Authorizer Reflection
General School Reflection (School Leader)
Where there is room for improvement in serving public policy purposes? Describe the school's aspirations and plans. (School Leader)
Authorizing Agency Reflection
[Authorizer Use Only]

## ACADEMIC PERFORMANCE

### Core Question: Is the charter school's education program a success for all?

Performance is based on two factors:

- Current year data for the measure
- Difference between current year and prior year data (Performance Color)

### Measure 1: Academic Performance

→ Data Source: California School Dashboard; 2022-23 school year

**Measure 1a:** Is the school in differentiated assistance?

This measure is based on student performance on Smarter Balanced Summative Assessments, which are taken annually by students in grades 3–8 and in grade 11. Distance from Standard measures how far, on average, students are from the lowest possible score to meet the standard.

All data are sourced from the school's profile on the CA Dashboard ([caschooldashboard.org](https://caschooldashboard.org)) website for eligible populations. The following table represents the template for Academic Performance measures.

#### Statewide Academic Indicator Comparison

"Status" is used as the "statewide average" for the academic indicators because:

- The term "average" refers to a number
- Status is much more precise than a color.

For the purpose of determining whether a school is 'On-Track' for renewal, student groups performing above the "All" student group statewide are marked NA and excluded from the analyses in alignment with the State Renewal Criterion 2: "Status" for all academic indicators with 30 or more students, including student groups.

Measure 1b: English Language Arts - Points from Standard and Performance Color			
Group	Charter School	State Data	Status Comparison (Above, At, Below)
All Students			
English Learners			
Students with Disabilities			
Homeless			
Foster Youth			

Socioeconomically Disadvantaged			
American Indian			
Asian			
African American			
Filipino			
Hispanic			
Pacific Islander			
Two or More Races			
White			

#### Measure 1c: Mathematics - Points from Standard and Performance Color

Group	Charter School	State Data	Status Comparison (Above, At, Below)
All Students			
English Learners			
Students with Disabilities			
Homeless			
Foster Youth			
Socioeconomically Disadvantaged			
American Indian			
Asian			
African American			
Filipino			

Hispanic			
Pacific Islander			
Two or More Races			
White			

Measure 1d: English Learner Progress -Percent Progressing and Performance Color		
Charter School	State Data	Status Comparison (Above, At, Below)

Measure 1e: College/Career - Percent Prepared / Low to High			
Group	Charter School	State	Status Comparison (Above, At, Below)
All Students			
English Learners			
Students with Disabilities			
Homeless			
Foster Youth			
Socioeconomically Disadvantaged			
American Indian			
Asian			
African American			
Filipino			
Hispanic			
Pacific Islander			
Two or More Races			
White			

## Measure 2: Academic Engagement

### Academic Engagement

Measure 2a: K-8 Chronic Absenteeism - Percent Chronically Absent and Performance Color		
Group	Charter School	State Data
All Students		
English Learners		
Students with Disabilities		
Homeless		
Foster Youth		
Socioeconomically Disadvantaged		
American Indian		
Asian		
African American		
Filipino		
Hispanic		
Pacific Islander		
Two or More Races		
White		

Measure 2b: Graduation Rate - Percent Graduated and Performance Color		
Group	Charter School	State
All Students		
English Learners		
Students with Disabilities		
Homeless		
Foster Youth		
Socioeconomically Disadvantaged		

American Indian		
Asian		
African American		
Filipino		
Hispanic		
Pacific Islander		
Two or More Races		
White		

### Measure 3: Conditions and Climate

Measure 3: Suspension Rates - Percent Suspended and Performance Color		
Group	Charter School	State Data
All Students		
English Learners		
Students with Disabilities		
Homeless		
Foster Youth		
Socioeconomically Disadvantaged		
American Indian		
Asian		
African American		
Filipino		
Hispanic		
Pacific Islander		
Two or More Races		
White		

### Measure 4: Local Assessments

Description: EC §47607.2(b)(3)(A) defines measurable increases in student achievement as at least one year's progress for each year in school. While the law does not specify the types of assessments that are required to be used for this measure of growth or what constitutes one year of progress, authorizers must ensure that the assessments used to measure academic growth meet the state-verified data standard (EC §47607.2(c)).

#### Local Assessment Narrative and Verifiable Data

**Charter School Directions:** Please provide a succinct narrative description to the Authorizing Board. Attach verifiable data sources to the submission. **(School Leader)**

Local Assessment Name

Overall, did the charter school achieve measurable increases in academic achievement, defined by at least one year's progress for each year in school?

Narrative/Verifiable Data

**Measure 4: Increases in Student Achievement (Local Assessments) (School Leader)**

Charter School Directions: Refer to school growth reports in the assessment platform. This is not a record of students on, near, or below standards. This is a record of the average growth students at your school made during the year.

OVERALL AND GROUPS	[ADMINISTRATION DATE]	[ADMINISTRATION DATE]
All Students - Overall Reading		
Group		
Group		
Group		
All Students - Overall Math		
Group		
Group		
Group		

#### Local & DASS Indicators (School Leader)

Area	Local Indicator	Performance (Met/Not Met)
------	-----------------	---------------------------

Academic Performance Data		
Academic Engagement Data		
Conditions and Climate Data		
[Other]		
[Other]		

**Beyond the Dashboard** (School Leader - Complete only as apply)

**Post Secondary Outcomes**

Description: EC §47607.2(b)(3)(B) defines strong postsecondary success as college enrollment, persistence, and completion rates equal to those of similar peers. Data Source: Provided by the school; verified and reported by the authorizer. [Assembly Bill 1505 - Charter Verified Data Webinar December 2020 \(CA Dept of Education\)](#)

Measure 5: Career Technical Education Completers surveyed post-graduation		
Charter School Directions: Please provide narratives and verifiable data for overall students and each reported student group. Add additional lines, as needed.		
<a href="#">CDE DataQuest College-Going Rate</a>	Overall:	Groups:
Narrative:		
<a href="#">Cal-PASS Plus High School to Community College Transition Report</a>	Overall:	Groups:
Narrative:		
<a href="#">University of California Admissions by School Source</a>	Overall:	Groups:
Narrative:		
<a href="#">University of California Graduation Rates</a>	Overall:	Groups:
Narrative:		
<a href="#">National Student Clearinghouse StudentTracker</a>	Overall:	Groups:
Narrative:		

## SITE VISIT REPORT

Ratings Key
<p><b>Meets Standard:</b> The school provided documentation or evidence supporting the petition, MOU, and state and/or federal compliance.</p>
<p><b>Partially Meets Standard:</b> The school partially provided documentation or evidence supporting the petition, MOU, and state and/or federal compliance.</p>
<p><b>Does Not Meet Standard:</b> The school has failed to provide documentation or evidence supporting the petition, MOU, and state and/or federal compliance.</p>

The authorizer visited the school site on the following occasions:

- 
- 

**Core Question: Is the charter school engaging in cycles of continuous improvement?**

Charter School Directions: Please provide a succinct narrative description to the Authorizing Board.
Describe the Continuous Improvement Priority for the 2023-24 School Year (Developed in Collaboration with Authorizer) [Authorizer Provide]
Describe the actions in which the charter school engaged in service of this priority. (School Leader)
Describe Narrative/Verifiable Data/Evidence of Progress on that Priority. (School Leader)

Site Visit to view progress on Continuous Improvement Priority	Rating
<p><b>Site Visit Interview/Discussion</b> The visiting team met with the following educational partner groups</p> <ul style="list-style-type: none"> <li>• Administration</li> <li>• Leadership Team</li> <li>• Teachers</li> <li>• Support Staff</li> </ul>	

<ul style="list-style-type: none"> <li>• Parents</li> <li>• Students</li> </ul>	
<b>Oversight Notes</b>	
<b>Site Observation Description</b> The visiting team toured the campus, observed several classrooms and viewed student work, classroom discussions, and student presentations.	
<b>Oversight Notes</b>	

**Core Question: Is the charter school operating and governed effectively?**

Additional Oversight & Purpose of Activity	Rating
<b>Onsite Visit Document Review Description</b> The Charter is required to submit a variety of documents via an online repository throughout the year. Documents containing personally identifiable student/staff information are reviewed on-site. These may include but are not limited to: <ul style="list-style-type: none"> <li>• Personnel Files</li> <li>• Special Education / 504 Student Files</li> <li>• English Learner Student Files</li> </ul>	
<b>Oversight Notes</b>	
<b>Site Facility Inspection</b> The site is visited annually by authorizing staff who evaluate the condition of the facilities using an inspection tool (e.g., Facilities Inspection Tool (FIT)).	
<b>Oversight notes</b>	
<b>Official Site Inspection was completed by:</b> <b>Official Site Inspection was completed on:</b>	

## OPERATIONS AND GOVERNANCE

**Core Question: Is the charter school operating and governed effectively?**

**1. General Requirements and Fidelity to Mission**

Measure 1a: Education Program Implementation		
<b>Meets Standard:</b>		
The school implemented the material terms of the education program and the education program in operation reflects the material terms as defined in the petition/MOU.		
<b>Partially Meets Standard:</b>		
The school partially implemented the material terms of the education program.		
<b>Does Not Meet Standard:</b>		
The school has failed to materially comply in the manner described above.		
<b>Meets</b>	<b>Partially Meets</b>	<b>Does Not Meet Standard</b>
Evidence: Compare the MOU to the charter petition and verify during the site visit		
Action Required?		
If Yes, Detailed Action(s) with Timeline:		

Measure 1b: Education Program Requirements		
<b>Meets Standard:</b>		
The school materially complies with applicable federal and state laws, rules, regulations, and provisions of the charter petition and/or MOU relating to education requirements. Examples of compliance include but are not limited to		
<ul style="list-style-type: none"> <li>• Assurances in its charter petition;</li> <li>• Education Program requirements enumerated in Education Code §47605 (c)(5)(A);</li> <li>• Minimum instructional minutes and days, as required by grade;</li> <li>• Records retention policies, particularly for student records;</li> <li>• Graduation requirements;</li> <li>• Statewide educational standards;</li> <li>• State assessments are required; and</li> <li>• Implementation of mandated programming as a result of state or federal funding.</li> </ul>		
<b>Partially Meets Standard:</b>		
The school partially complies with applicable federal and state laws, rules, regulations, and provisions of the charter petition and/or MOU relating to education requirements.		
<b>Does Not Meet Standard:</b>		
The school has failed to materially comply in the manner described above.		
<b>Meets</b>	<b>Partially Meets</b>	<b>Does Not Meet Standard</b>

<b>Evidence Examples:</b> Assurances, site visits, submitting FPM review letter
<b>Action Required?</b>
<b>If Yes, Detailed Action(s) with Timeline:</b>

## 2. Education Program: Specific Student Populations

### Measure 2a: Students with Disabilities

**Meets Standard:**

Consistent with the school's status and responsibilities as a public school within a local education agency or as a local education agency, the school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the treatment of students with identified disabilities and those suspected of having a disability. Examples of compliance include but are not limited to

- Equitable access and opportunity to enroll and remain enrolled;
- Referral and assessment of students believed to require special education and related services;
- Compliance with timelines related to special education, including legal requirements for scheduling and conducting IEPs and interim IEPs;
- Compliance with services as required by a student's IEP;
- Process for determining a student's eligibility for services under Section 504 of the Rehabilitation Act of 1973;
- Discipline, including due process protections, manifestation determinations, and behavioral intervention plans; and
- Staffing—staff has legally required credentials, certificates, and/or authorizations.

**Partially Meets Standard:**

The school partially complies in the manner described above.

**Does Not Meet Standard:**

The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
<b>Evidence Examples:</b> Charter complaint form submissions, assurances, site visit, SELPA follow-up		
<b>Action Required?</b>		
<b>If Yes, Detailed Action(s) with Timeline:</b>		

### Measure 2b: English Learners

**Meets Standard:**

Consistent with the school's status and responsibilities as a public school within a local education agency or as a local education agency, the school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the treatment of students who are English learners.

Examples of compliance include but are not limited to

- Equitable access and opportunity to enroll;
- Processes to identify, monitor, and reclassify students who are English learners, using state and local assessments as appropriate;
- Designing a program for English learners that is based on sound educational theory and that ensures access to grade-level core curricula;
- Providing data on student's linguistic and academic progress and reclassification rates to measure the success of the school's English learner educational program; and
- Staffing—staff have the legally required credentials, certificates, and/or authorizations.

**Partially Meets Standard:**

The school partially complies in the manner described above.

**Does Not Meet Standard:**

The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
<b>Evidence Examples:</b> Charter complaint forms, assurances, site visits, CALSAAS, authorizer credential clearance letter		
<b>Action Required?</b>		
<b>If Yes, Detail Action(s) with Timeline:</b>		

## 3. Financial Responsibility

### Measure 3a: Financial Reporting and Compliance

**Meets Standard:**

Consistent with the school’s status and responsibilities as a public school within a local education agency or as a local education agency, the school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to financial reporting and compliance. Examples of compliance include but are not limited to

- If a nonclassroom-based program, the charter school has documentation that it has completed the “determination of funding” [EC §47634.2; Title 5, 11963.2–11963.7];
- The charter school submits data for CALPADS and meets CALPADS deadlines;
- The charter school annually submits the reports required under EC §47604.33;
- There are approved policies regarding budget, short-term/long-term debt, accruals, accounting, and financial reporting.
- Separate accounts are maintained for unrestricted and restricted revenues and expenditures in accordance with the California School Accounting Manual;
- Financial reports are provided to the authorizing LEA regularly and on time; and
- On or before December 15 of the subsequent fiscal year, a copy of the audit for the prior year has been provided to the authorizing LEA, the county superintendent of schools of the county in which the charter school is located, the State Controller’s Office, and the California Department of Education, in accordance with Education Code §47605(m) and 41020.

**Partially Meets Standard:**

The school partially complies in the manner described above.

**Does Not Meet Standard:**

The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
<b>Evidence Examples:</b> Document repository and affirmed through fiscal services		
<b>Action Required?</b>		
<b>If Yes, Detailed Action(s) with Timeline:</b>		

**Measure 3b: LCAP**

**Meets Standard:**

Consistent with the school’s status and responsibilities as a public school within a local education agency or as a local education agency, the school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the Local Control and Accountability Plan (LCAP). Examples of compliance include but are not limited to

- The charter school completed the LCAP, held a public hearing, and submitted the LCAP to the charter school authorizer by July 1, in accordance with Education Code §47606.5;
- The charter school LCAP addresses each of the state priorities, as required by grade level;
- Schoolwide goals, including for subgroups, are included for applicable priorities;
- Stakeholders received notice and were consulted; and
- Services for low-income pupils, foster youth, and English learners provide for increased or improved services in proportion to the increase in funding.

**Partially Meets Standard:**

The school partially complies in the manner described above.

**Does Not Meet Standard:**

The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
<b>Evidence Examples:</b> Document repository and Authorizing LCAP feedback letter		
<b>Action Required? No. Some action recommended</b>		
<b>If Yes, Detailed Action(s) with Timeline:</b> In the process of writing their new LCAP, the MET should reflect on its current needs and how those have changed in recent years.		

**4. Governance and Reporting**

**Measure 4a: Governance Requirements**

**Meets Standard:**

Consistent with the school’s status and responsibilities as a public school within a local education agency or as a local education agency, the school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to governance by its board. Examples of compliance include but are not limited to

- Charter school structure is consistent with EC §47604;
- Board policies, including but not limited to conflict of interest in accordance with Government Codes 1090–1099 and 87100–91014, internal controls, complaint resolution and due process, safety, and suicide prevention (EC 215);
- Board bylaws;
- Code of ethics;
- Compliance with the Political Reform Act, Public Records Act, Brown Act, and all other legal requirements;
- The composition of the governing board is consistent with the approved charter and corporate bylaws.

**Partially Meets Standard:**

The school partially complies in the manner described above.

**Does Not Meet Standard:**

The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
<b>Evidence:</b> Document repository; Public meeting attendance (board/site council etc.)		
<b>Action Required?</b>		
<b>If Yes, Detailed Action(s) with Timeline:</b>		

**Measure 4b: Reporting**



<p><b>Meets Standard:</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to relevant reporting requirements to the authorizer, LEA (if applicable), state, and/or federal authorities. Examples of compliance include but are not limited to</p> <ul style="list-style-type: none"> <li>• Attendance and enrollment;</li> <li>• Compliance and oversight;</li> <li>• Accountability tracking; and</li> <li>• Additional information is required by the authorizer.</li> </ul>
<p><b>Partially Meets Standard:</b> The school partially complies in the manner described above.</p>
<p><b>Does Not Meet Standard:</b> The school has failed to materially comply in the manner described above.</p>

Meets	Partially Meets	Does Not Meet Standard
Evidence: Timely document submission, document review, site visits		
Action Required?		
If Yes, Detailed Action(s) with Timeline:		

## 5. Student and Employee Protections and Requirements

<p><b>Measure 5a: Student Rights and Protections</b></p> <p><b>Meets Standard:</b> The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the rights of students. Examples of compliance include but are not limited to</p> <ul style="list-style-type: none"> <li>• Policies and practices designed to protect the rights of students in relation to admissions, waiting lists, fair and open recruitment, and enrollment;</li> <li>• Due process protections, privacy, civil rights, and student liberties are upheld by the school;</li> <li>• Conduct of discipline (hearings and suspension and expulsion policies and practices); and</li> <li>• Policies and practices for the involuntary removal of a student per 47605(c)(5)(J)(iii).</li> </ul>
<p><b>Partially Meets Standard:</b> The school partially complies in the manner described above.</p>
<p><b>Does Not Meet Standard:</b> The school has failed to materially comply in the manner described above.</p>

Meets	Partially Meets	Does Not Meet Standard
Evidence Examples: Assurances, charter complaint form submissions, Document repository policy submission		
Action Required?		
If Yes, Detailed Action(s) with Timeline:		

<p><b>Measure 5b: Recruitment for Racial and Ethnic Balance, Special Education, and English Learners</b></p> <p><b>Meets Standard:</b> The charter school materially complies with its legal responsibilities and has documented efforts to enroll a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Education Code §52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. [EC §47605 (b)(5)G]</p>
<p><b>Partially Meets Standard:</b> The school partially complies in the manner described above.</p>
<p><b>Does Not Meet Standard:</b> The school has failed to materially comply in the manner described above.</p>

Meets	Partially Meets	Does Not Meet Standard
Evidence: Document repository submissions, recruitment materials, demographic data submission		
Action Required?		
If Yes, Detailed Action(s) with Timeline:		

<p><b>Measure 5c: Health and Safety</b></p> <p><b>Meets Standard:</b> The charter school materially complies with legal responsibilities related to the health and safety of students and staff. Examples of compliance include but are not limited to</p> <ul style="list-style-type: none"> <li>• Policies and practices, safety procedures, and a crisis plan to deal with violence and threats of violence as well as bullying;</li> <li>• Methods for conducting legally required criminal background checks on potential employees, contractors, and volunteers;</li> <li>• Documentation of tuberculosis test results for all employees;</li> <li>• By March 1 annually, the charter school has reviewed and updated its comprehensive health, safety, and disaster preparedness and emergency plan for students and employees and provides evidence that the School Safety Plan includes all topics listed in Education Code §32282 and 47605; and</li> <li>• Conduct training and emergency drills.</li> </ul>
<p><b>Partially Meets Standard:</b> The school partially complies in the manner described above.</p>
<p><b>Does Not Meet Standard:</b> The school has failed to materially comply in the manner described above.</p>

Meets	Partially Meets	Does Not Meet Standard
Evidence Examples: Assurances, site visit		

Action Required? If Yes, Detail Action(s) with Timeline:
---

**Measure 5d: Personnel**

**Meets Standard:**  
The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU related to school personnel. Examples of compliance include but are not limited to

- Personnel policies that cover issues such as sick leave, personal necessity leave, and overtime;
- Credentials required by the CA Commission on Teacher Credentialing and qualifications required by the federal Every Student Succeeds Act; and
- All teachers have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code §44339, 44340, and 44341.

**Partially Meets Standard:**  
The school partially complies in the manner described above.

**Does Not Meet Standard:**  
The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
Evidence Examples: Authorizer credential clearance letter; CALSAAS; assurances		
Action Required?		
If Yes, Detail Action(s) with Timeline: N/A		

## 6. School Environment

**Measure 6a: Facilities and Transportation (if applicable)**

**Meets Standard:**  
The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the school facilities and grounds, and transportation. Examples of compliance include but are not limited to

- Fire inspections and related records;
- Viable certificate of occupancy or other required building use authorization;
- Documentation of requisite insurance coverage; and
- Student transportation.

**Partially Meets Standard:**  
The school partially complies in the manner described above.

**Does Not Meet Standard:**  
The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard

Evidence Examples: Document repository submissions
Action Required?
If Yes, Detail Action(s) with Timeline:

**Measure 6b: Health and Food Services**

**Meets Standard:**  
The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to safety and health-related services. Examples of compliance include but are not limited to

- Appropriate nursing services and dispensing of pharmaceuticals;
- Foodservice requirements; and
- Other services as applicable.

**Partially Meets Standard:**  
The school partially complies in the manner described above.

**Does Not Meet Standard:**  
The school has failed to materially comply in the manner described above.

Meets	Partially Meets	Does Not Meet Standard
Evidence Examples: Assurances, site visit		
Action Required?		
If Yes, Detail Action(s) with Timeline:		

## FINANCIAL HEALTH AND SUSTAINABILITY

### Core Question: Is the charter school financially viable?

**NOTE:** Starting in the 2024-25 school year, SCUSD will be rolling out a more robust fiscal oversight system employing the *Fiscal Health and Sustainability Framework* developed by the California Charter Authorizing Professionals (CCAP). For the 2023-24 school year, SCUSD is focusing its review on routinely collected fiscal and apportionment reports

### Financial Documents

	Meets Standard	Partially Meets Standard	Does Not Meet Standard
	Submitted by Deadline	Meets Authorizer Review Criteria*	Meets County/State Review Criteria
Adopted Annual Budget			

Cash Flow Projections			
Unaudited Actuals			
First Interim Report			
Second Interim Report			
Independent Auditor Selection			
Authorizer Comments:			

\* Authorizer Review Criteria available on request

### Attendance Documents

Meets Standard	Partially Meets Standard	Does Not Meet Standard
----------------	--------------------------	------------------------

	Submitted by Deadline	Meets Authorizer Review Criteria*	Meets County/State Review Criteria
P3 (Annual)			
P1 Report			
P2 Report			
Monthly Reports			NA
Authorizer Comments:			

\* Authorizer Review Criteria available on request

## OVERSIGHT ASSURANCES

→ These assurances should be reviewed and signed by the Charter School Board President or Leader

### [INSERT SCHOOL NAME] CHARTER SCHOOL

#### Operations & Governance

The school materially complies with applicable federal and state laws, rules, regulations, and provisions of the charter petition and/or MOU relating to education requirements, including but not limited to:

- adhering to assurances in the charter petition;
- following student group education program requirements enumerated in Education Code §47605 (c)(5)(A);
- adhering to minimum instructional minutes and days, as required by grade;
- maintaining records according to retention and privacy policies, particularly student records;
- adhering to graduation requirements as written in the charter petition or maintaining a policy if not defined in the charter petition;
- adhering to Statewide educational standards and administration of required State assessments; and
- remaining compliant with federal funding monitoring requirements.

As a public school, the LEA assures compliance with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:

- providing equitable access and opportunity to enroll and remain enrolled;
- referring and assessment of students believed to require special education and related services;
- remaining compliant with timelines related to special education, including legal requirements for scheduling and conducting IEPs and interim IEPs;
- providing services as required by a student's IEP;
- following the process for determining a student's eligibility for services under Section 504 of the Rehabilitation Act of 1973;
- ensuring equitable discipline, including due process protections, manifestation determinations, and behavioral intervention plans; and

As a public school, the LEA assures compliance with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the treatment of unduplicated student groups, including but not limited to:

- providing equitable access and opportunity to enroll;
- developing data-driven processes to monitor academic progress and measure the success of educational programs of unduplicated student groups, including state and local assessment data;
- designing a program for English learners that is based on sound educational theory and ensures students increase by at least one EL proficiency level on the annual language assessment until reclassified; and
- maintaining board employee and/or personnel policy.

The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the rights of students, including but not limited to:

- maintaining policies and practices designed to protect the rights of students in relation to admissions, waiting lists, fair and open recruitment, and enrollment;
- ensuring due process protections, privacy, civil rights, and student liberties are upheld by the school;
- maintaining discipline policy and hearing practices for suspension and expulsion; and
- maintaining policies and practices for the involuntary removal of a student per 47605(c)(5)(J)(iii).

**The charter school materially complies with legal responsibilities related to the health and safety of students and staff, including but not limited to**

- maintaining policies and practices, safety procedures, and a crisis plan to deal with violence and threats of violence as well as bullying;
- conducting legally required criminal background checks on potential employees, contractors, and volunteers;
- documenting tuberculosis test results for all employees;
- reviewing and updating the comprehensive health, safety, and disaster preparedness and emergency plan for students and employees for all topics listed in Education Code §32282 and 47605 by March 1 annually; and
- conducting training and emergency drills.

**The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU related to school personnel, including but not limited to:**

- ensuring personnel policies cover issues such as sick leave, personal necessity leave, and overtime; and
- ensuring all teachers have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code §44339, 44340, and 44341.

**The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to safety and health-related services, including but not limited to:**

- ensuring access to appropriate nursing services and dispensing of pharmaceuticals;
- ensuring food service requirements are met; and
- providing other services as applicable.

By signing below, I agree that my charter school complies with each item above. If the school is not in full compliance, please note any areas for corrective action in the upcoming school year.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHARTER SCHOOL BOARD/ADMINISTRATOR  
[Name], [Title]

\_\_\_\_\_  
DATE

## CLOSING COMMENTS

Authorizing Agency Closing Comments



Sacramento City Unified School District Staff Report  
[Date]

[School]  
[Request for Charter Term Renewal]

## **REQUEST FOR RENEWAL**

On [DATE], the [CHARTER] submitted a request for renewal to the [AUTHORIZING AGENCY]. If approved, the request would [renew the charter term for a period not to exceed the time frame allowed].

In compliance with Education Code 47605(b), the Sacramento City Unified School District held a Public Hearing on [DATE] to consider the level of support for the petition. The Sacramento City Unified School District conducted a second public hearing and will render its decision on the request for renewal on [DATE]. The *Staff Report*, including findings of fact, was shared with [CHARTER] on [DATE], which is at least fifteen (15) days prior to the determination hearing.

### ***Criteria For Renewal***

In reviewing petitions for the renewal of charter schools, the authorizer is guided by Education Code 47607, which states that renewals are governed by the standards and criteria described in Section 47605.

Pursuant to EC 47607(b)(1), the chartering authority shall consider the schoolwide performance and performance of all subgroups on state and local indicators (CDE assigned performance category) with a greater weight on measurements of academic performance. Pursuant to EC 47607.2(b)(3), in addition to state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:

- The school achieves measurable increases in academic achievement as defined by at least one year's progress for each year in school.
- Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
- Pursuant to EC 47607.2(b)(4), subparagraphs (A) and (B) above shall be demonstrated by verified data, as defined in subdivision EC 47607.2(c).

Dashboard Alternative School Status (DASS) charter schools have different renewal criteria and are not eligible to be placed in a performance category.

*Additionally, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board [...] shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board [...] shall consider the academic needs of the pupils the school proposes to serve.*

### ***Reasons for Denial***

The Board of Education may deny a renewal petition if the charter school fails to meet the standard for renewal outlined in E.C. §47607. A renewal petition shall not be denied unless the Board of Education makes written factual findings that support one or more of the following findings:

1. The charter school will provide an unsound educational program for students during the term of its charter;
2. The charter school is demonstrably unlikely to successfully implement the program set forth in the petition;
3. The petition does not contain the necessary affirmations set forth in the Charter Schools Act;
4. The petition does not contain reasonably comprehensive descriptions of the fifteen required elements set forth in the Charter Schools Act.
5. The petition does not declare whether the charter school shall be deemed the exclusive public employer of the charter school employees for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

Notwithstanding E.C. §47607(c), 47607.2(a), and 47607.2(b), pursuant to 47607(e), the board may also deny renewal of any charter school upon a finding that:

6. The charter school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors; OR
7. The charter school is not serving the pupils who wish to attend, as documented by E.C. 47607(d)

The authorizer must provide 30 days' notice with a reasonable opportunity to cure the violation AND make a finding that either:

- The corrective action proposed by the charter school has been unsuccessful; OR
- The violations are sufficiently severe and pervasive as to render a corrective action unviable

## FINDINGS OF FACT:

### *Renewal Tier:*

Renewal Tier...	Based on Years...	Presumed Renewal...
HIGH, MEDIUM, LOW	Year 1, Year 2	5-7-year renewal, 5-year renewal, non-renewal, or 2-year conditional renewal

### *At a Glance:*

	Meets Requirements		Mostly Meets Requirements		Does Not Meet Requirements
GUIDING QUESTIONS FOR DETERMINING DENIAL					
#1	<i>Does this charter present a sound educational program?</i>				
#2	<i>Are the petitioners demonstrably likely to successfully implement the program set forth in the petition?</i>				
#3	<i>Does the petition contain the necessary affirmations of the Charter Schools Act?</i>				
#4	<i>Does the petition contain reasonably comprehensive descriptions of all of the 15 elements described below?</i>				
#5	<i>Does the petition contain a declaration of whether the charter school shall be deemed the exclusive public employer of the charter school employees?</i>				
#6	<i>Is the charter school demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors?</i>				
#7	<i>Does the charter school serve the pupils who wish to attend, as documented by E.C. 47607(d)?</i>				

***Required Elements:***

<b>ELEMENTS</b>	<b>TOPIC</b>	<b>MEETS STANDARDS</b>	<b>SUMMARY OF DEFICIENCY</b>
Element 1	Educational Program		Low- income achievement
Element 2	Measurable Student Outcomes		
Element 3	Student Progress Measurement		
Element 4	Governance		
Element 5	Employee Qualifications		
Element 6	Health and Safety		
Element 7	Racial/ Ethnic Balance		
Element 8	Admissions		
Element 9	Independent Audits		
Element 10	Suspension/Expulsion		
Element 11	STRS		
Element 12	Attendance Alternatives		
Element 13	Post-Employment Rights		
Element 14	Dispute Resolution		
Element 15	Closure Procedures		
<b>REQUIRED SUPPLEMENTAL INFORMATION</b>		<b>MEETS STANDARDS</b>	<b>SUMMARY OF DEFICIENCY</b>
Financial/ Administrative Plan			
Facilities			
Impact Statement			
Special Education			



## ***Description of Deficiency***

This section contains greater detail of any abovementioned area that did not meet requirements. Items not described met requirements. The rubric used to evaluate the petition is attached.

***Does this charter present a sound educational program?***

***Are the petitioners demonstrably likely to successfully implement the program set forth in the petition?***

***Does the petition contain the necessary affirmations of the Charter Schools Act?***

***Does the petition contain reasonably comprehensive descriptions of all the 15 elements?***

Element 1:

Element 2:

Element 3:

Element 4:

Element 5:

Element 6:

Element 7:

Element 8:

Element 9:

Element 10:

Element 11:

Element 12:

Element 13:

Element 14:

Element 15:

Financial/Administrative:

Facilities:

Impact Statement:

Special Education:

***Does the petition contain a declaration of whether the charter school shall be deemed the exclusive public employer of the charter school employees?***

***Is the charter school demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors?***

***Does the charter school serve the pupils who wish to attend, as documented by E.C. 47607(d)?***

## CONCLUSION

Based on [CHARTER SCHOOL's] status in the HIGH, MEDIUM, LOW renewal tier and based on the review team's determination that [CHARTER SCHOOL] met requirements on all required criteria, the charter school is eligible for 5-7-year renewal, 5-year renewal, non-renewal or 2-year conditional renewal.

→ *At this point, the board would be provided with sample resolution language for each of the three options; a vote to renew, a vote to renew with conditions, and a vote to deny renewal.*

SAMPLE



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** May 2, 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. Notices of Completion – Facilities Projects

**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>
<b><u>STUDENT SUPPORT AND HEALTH DEPARTMENT</u></b>		
County of Sacramento A24-00109	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TBD - Pending No Match
Period: 7/1/24 – 6/30/25 Description: Contract Renewal from County of Sacramento Department of Health Services, Division of Behavioral Health for Fiscal Year 2024-2025.		

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
HMC Architects SA24-00591  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5/2/24: Architectural design services for the Modernization project at Bowling Green School. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, parking lot replacement, campus-wide camera system; HVAC upgrades; added shade structures.  HMC Architects was selected for this project from the District's pool of architects qualified through an RFQ process in June 22, 2023.	\$840,000 Measure H Funds
<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
Excel Interpreting Services SA24-00066  New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7/1/23 – 6/30/24: Ratification requested for increase of Interpreting and translation services as requested by the Special Education department during the 2023/24 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency.	Original Contract Amount: \$109,000 Special Education Funds  Increase Requested: \$491,000 Special Education Funds  Total Contract Amount: \$600,000 Special Education Funds

**LIBRARY TEXTBOOK SERVICES DEPARTMENT**

Cheng & Tsui Company R24-04776 Quote 21786: Japanese and Chinese (Simplified), General Education and AP World Language Adoption Textbooks and eight (8) year online resources. \$364,285 Arts, Music, and Instructional Materials

New Contract:  Yes  No Discretionary Block Grant Funds

Cheng & Tsui Company RT24-00020 Quote 21791: Japanese and Chinese (Simplified), General Education and AP World Language Adoption eight (8) years Workbooks. \$150,293 Lottery: Instructional Materials Funds

New Contract:  Yes  No \$85,715 Arts, Music, and Instructional Materials

Discretionary Block Grant Funds

SAVVAS R24-04884 Quote 259711-7: Math 2015 California Common Core Workbooks and one (1) year Digital Courseware license, Third, Fourth, Fifth, and Sixth grades. \$303,228 Lottery: Instructional Materials Funds

New Contract:  Yes  No

Junior Library Guild R24-04999 6/1/24-9/1/26: Two year subscription all school sites k-12 grades, receive 3-5 books per month for 28 months. \$94,058 General Funds

New Contract:  Yes  No \$45,064 Lottery: Instructional Materials Funds

(Unrestricted & Restricted)

**CAREER AND TECHNICAL PREPARATION DEPARTMENT**

Klein Educational R24-05274 Quote KES15644-1: Automotive Repair Electrical Vehicle Repair Systems Trainer and Automotive Repair Skills Development - Annual Site License, Year 1 \$181,618 K-12 Strong Workforce Program Funds

New Contract:  Yes  No

**STUDENT ATTENDANCE AND ENGAGEMENT DEPARTMENT**

Everyday Labs SA24-00129	This will be a continuation of services assisting District in implementing a family communication program designed to reduce student absenteeism in the classroom, motivate student engagement and attendance during remote learning periods and periods of transition and motivate returning to school. The program will include both mailed communications (reports) and electronic communications (messages).	\$190,239 Learning Community for School Success Funds
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New Contract:  
 Yes  
 No

**Unrestricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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**ATHLETIC DEPARTMENT**

BSN Sports R24-05699 R24-05702 R24-05706 R24-05709 R24-05710 R24-05711	Approval requested to refresh the District's six (6) comprehensive High Schools' athletic sports equipment to promote physical activities for student achievement. This is to be considered a single purchase that will be executed on six separate requisitions for logistics and receiving tracking to each High School.	\$1,598,493 General Funds
--	--	------------------------------

Utilizing Omnia  
Contract #R0201101

New Contract:  
 Yes  
 No

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Sutterville Elementary	<p><b>BACKGROUND:</b> 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><b>STATUS:</b> The District has determined these items are not repairable nor usable.</p> <p><b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
ITEMS	
(50 each) Chromebooks	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
e-Waste	

## RECOMMENDED BID AWARDS – FACILITIES PROJECTS

**Bid No:** 0272-416 Parkway Shade Structure

**Bids received:** April 17, 2024; 2:00 p.m.

**Recommendation:** Award to Patio Designers

**Funding Source:** Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Patio Designers	West Sacramento CA	\$463,000
Zara Construction	Sacramento CA	\$484,000
Stillwater Builders	Byron CA	\$487,127
Joe’s Landscape	Newman CA	\$491,000
JPB Design		NON-RESPONSIVE
Reliant Construction		NON-RESPONSIVE

## NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Lamon Construction	Bret Harte Playground	3/1/24

# Fiscal Year 2024/2025 Contract

## Agreement New Contractor Checklist

Please review your current scope of service, budget, quarterly reports and data. Your contract monitor will be working with you on possible changes or updates.

**Please complete and return the following items along with this checklist by the date notated in the original email.**

- Contractor Information Letter  
*Fillable*
- Letter, on agency letterhead, stating if you have five (5) or more full time employees (FTE's)  
*Use your agency's letterhead for this statement*
- Copy of the Resolution by the Board of Director's  
*Use your agency's letterhead for this statement, or the one provided.*
- Good Neighbor Site Information  
*Fillable form*
- Service Delivery Address  
*Fillable form listing each site of service*
- Certification of Compliance  
*Review, sign, and date*
- Payee Data Record, if applicable. Please update if there are changes  
*In lieu of IRS W-9*
- Assurance of Cultural Competence Compliance  
*Review, sign, and date*
- Medi-Cal Provider Disclosure Statement  
*Review, sign, and date*
- Current organization chart and a list of Board of Directors members with contact information

DocuSign Agreement - Instructions and Fillable Opt-In/Opt-Out Form

Thank you,

County of Sacramento  
BHS Contract Administration Team  
DHSCCProviderInv@sacounty.gov





**Department of Health Services**

Timothy W. Lutz  
Director

**Divisions**

Administration  
Behavioral Health  
Primary Health  
Public Health

**County of Sacramento**

January 22, 2024

RE: Funding Availability Contingent Upon County Budget Approval

Dear Contractor:

The County of Sacramento Board of Supervisors approves initial and renewal resolutions for contracting authority every year for the Department of Health Services. These resolutions authorize the Director of the Department of Health Services to execute agreements with the contractors listed in the resolutions.

As is customary and part of the initial or renewal contract process, the funding for these agreements is contingent upon the Board of Supervisors' approval of the Department's yearly Recommended and/or Adopted Budget. Most contractors are familiar with this annual process, realizing that the resolutions do not authorize billings or payments until the Budget is adopted and contracts are executed. Recognizing that many contractors may have new staff who are not familiar with these multiple steps, we are issuing this refresher/reminder about how the process works. This notice should not be construed as an indicator as to funding availability for any contractors.

The County of Sacramento appreciates your partnership in the provision of services to the Sacramento community. If you have any questions, please feel free to contact me.

Sincerely,

Maryann Luke

Deputy Director

Office of Finance, Contracts and Administration

7001A East Parkway, Suite 1000, Sacramento, CA 95823  
Office (916) 875-2002 | [DHS.SacCounty.gov](http://DHS.SacCounty.gov)

Department of Health Services  
Division of Behavioral Health  
Contractor Information Letter

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

**SUBJECT: Pending Agreement with the County of Sacramento, Department of Health Services, Division of Behavioral Health**

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2024-2025. The following information is required in order to process your contract accurately and timely.

1. **Contractor's Legal Business Name:** \_\_\_\_\_

2. **Business Address:** \_\_\_\_\_

**New address**, as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Service Delivery address**, if different than above: **Please complete form Service Delivery Address List.** Please include every site where services are delivered.

4. **Work Phone:** \_\_\_\_\_ **Other phone:** \_\_\_\_\_

5. **E-mail address:** \_\_\_\_\_

6. **You are contracting as (please check only one):**  individual provider  business owner

**Type of business:**  Corporation **In which state?** \_\_\_\_\_  Sole Proprietorship  Partnership

Government agency/organization

**Is this a nonprofit organization?**  Yes  No

7. **How many full time employees work for your company?** \_\_\_\_\_

8. For the purposes of this contract, the County may or may not withhold taxes from the provider. **(Please Note:** IRS rules may require the County to withhold taxes from some providers.)

**Would you prefer to have taxes withheld?**  Yes  No

9. **Contact person for this organization:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

10. **Do you or your company own or lease vehicles to be used while performing services under this contract?**

Yes  No

11. **Employer Identification Number:** \_\_\_\_\_

12. **Unique Entity ID (UEI) number(s):** \_\_\_\_\_

13. Your agency's fiscal year is:  January 1<sup>st</sup> – December 31<sup>st</sup>  July 1<sup>st</sup> – June 30<sup>th</sup>  
 Other \_\_\_\_\_ to \_\_\_\_\_  
(month) (day) (month) (day)

14. If contracting as a Corporation, **please attach a copy of the Resolution approved by your agency's Board of Directors** that authorizes your organization to enter into a contract with the County. The Resolution should also include the names and titles of each person authorized to execute the agreement and to submit claims for payment.
15. In order for your contract to be executed, you **must provide a certificate of insurance** for the appropriate types of insurance and amounts indicated in your Sacramento County contract. **Sacramento County must be named as Additional Insured** for General Commercial Liability coverage, and an **Additional Insured Endorsement page must be submitted**.
16. Please return this completed form via email to [DHSCCProviderInv@saccounty.gov](mailto:DHSCCProviderInv@saccounty.gov) no later than the date specified in the email.

Sincerely,

Behavioral Health Contract Administration

Team DHSMHProviderInv@SacCounty.gov



**BUSINESS SERVICES**

5735 47<sup>TH</sup> Avenue • Sacramento, CA 95824  
(916) 643-9055

*Lisa Allen, Interim Superintendent*  
*Janea Marking, Chief Business and Operations Officer*

**BOARD OF EDUCATION**

*Lavinia Grace Phillips*  
President  
Trustee Area 7

*Jasjit Singh*  
1<sup>st</sup> Vice President  
Trustee Area 2

*Chinua Rhodes*  
2<sup>nd</sup> 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 Board Member

April 15, 2024

County of Sacramento  
Department of Health Services  
Attn: Yang Xiong  
7001 East Pkwy Ste 400  
Sacramento, CA 95823

To Whom It May Concern:

The Sacramento City Unified School District has approximately 4,000 full-time employees on payroll.

Sincerely,

Janea Marking  
Chief Business and Operations Officer

## INSTRUCTIONS

for

### CONTRACTOR'S BOARD OF DIRECTORS RESOLUTION / SIGNATURE AUTHORITY

1. *Legal name* of organization as listed on the Secretary of State website.
2. Title of position authorized to sign/execute contracts for organization.
3. Typed name of person currently filling position, who is authorized to sign/execute contracts for organization.
4. Signature of person currently filling position, who is authorized to sign/execute contracts for organization.
5. Title of position authorized to submit claims for payment (i.e., treasurer, business manager)
6. Typed name of person currently filling position, who is authorized to submit claims for payment.
7. Signature of person currently filling position, who is authorized to submit claims for payment.
8. Legal name of organization as listed on the Secretary of State website.
9. Corporate status (profit or nonprofit), as applicable.
10. Date of meeting at which this Resolution was approved.
11. Date this form is completed.
12. Typed name of person verifying accuracy of 1 through 11.
13. Signature of person verifying items 1 through 11.

***(See next page for sample of Board of Directors Resolution.)***

**“BOARD OF DIRECTORS’ RESOLUTION / SIGNATURE AUTHORITY”**

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. \_\_\_\_\_

by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE CONTRACT:**

2. \_\_\_\_\_  
Title

3. \_\_\_\_\_  
Name

4. \_\_\_\_\_  
Signature

**AUTHORIZED TO SUBMIT CLAIMS:**

5. \_\_\_\_\_  
Title

6. \_\_\_\_\_

7. \_\_\_\_\_  
Signature

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of 8. \_\_\_\_\_, a duly organized and existing California 9. \_\_\_\_\_ (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. \_\_\_\_\_, and entered into the minutes of such meeting, and is now in full force and effect.

Date: 11. \_\_\_\_\_

12. \_\_\_\_\_  
Name (Type or Print)

13. \_\_\_\_\_  
Signature

# GOOD NEIGHBOR POLICY SITE INFORMATION

Please complete the following questionnaire for each site. If additional space is necessary, please attach supplemental information on a separate sheet of paper.

1. Agency Name: \_\_\_\_\_

2. Site Address: \_\_\_\_\_

3. Contact Person: \_\_\_\_\_

4. Phone Number: \_\_\_\_\_

5. What services are currently provided at this facility? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Please list all County departments with which you have contracts and for what services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The facility is: owned \_\_\_\_\_ or leased \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract No.: \_\_\_\_\_

### Service DELIVERY Address LIST

Facility Name	Address	City/State/Zip	Area Code/Phone #



**COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- \_\_\_\_\_ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- \_\_\_\_\_ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- \_\_\_\_\_ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- \_\_\_\_\_ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsupport.ca.gov](http://www.childsupport.ca.gov).

\_\_\_\_\_  
**CONTRACTOR NAME**

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

\_\_\_\_\_  
**Printed Name of person authorized to sign**

\_\_\_\_\_  
**Signature**



# County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.
--------------------------	--

<b>TYPE</b>	<b>Check the boxes that apply to Sacramento County's payments to you</b>
	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Rents/Lease <input type="checkbox"/> Other _____

<b>PAYEE INFORMATION</b>	<b>NAME</b> (as shown on your income tax return)
	<b>TRADE NAME OR DBA</b> (if different from line 1)
	<b>MAILING ADDRESS</b> (Number and Street or P.O. Box Number)
	(City, State and Zip Code)
	<b>PAYMENT REMITTANCE ADDRESS</b> (Number and Street or P.O. Box Number, City, State and Zip Code)
	<b>ePAYABLE CONTACT INFORMATION</b> (Name, Phone Number and Email Address)

<b>FEDERAL TAX CLASSIFICATIONS &amp; EXEMPTIONS</b>	Check appropriate federal tax classification
	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR (SSN)</b> <input type="checkbox"/> <b>PARTNERSHIP (FEIN)</b> <input type="checkbox"/> <b>ESTATE OR TRUST (FEIN)</b> <small>SSN is mandatory of all Individuals/Sole Proprietors by authority of CA. Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8</small>
	<b>CORPORATION (FEIN):</b> (MARK ONLY ONE TYPE):
	<input type="checkbox"/> <b>C CORPORATION (FEIN)</b> <input type="checkbox"/> <b>S CORPORATION (FEIN)</b>
	<b>LIMITED LIABILITY COMPANIES (LLC):</b>
	<input type="checkbox"/> <b>LIMITED LIABILITY COMPANY.</b> ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) _____ <input type="checkbox"/> <b>GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)</b> <input type="checkbox"/> <b>EXEMPT (nonprofit) payee code if any</b> _____ Exemption from FATCA reporting (see instructions on next page)

<b>TAX ID NUMBER</b>	Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line.)
	<b>SOCIAL SECURITY NUMBER</b>         -         -
	<b>EMPLOYER IDENTIFICATION NUMBER</b>       -

<b>RESIDENCY STATUS</b>	<input type="checkbox"/> <b>California Resident</b> - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)	
	<input type="checkbox"/> <b>California Nonresident</b> - Subject to State income tax withholding. (see Nonresident Withholding on next page)	
	<input type="checkbox"/> <b>California Nonresident Exemption</b> - To qualify for exemption, check one of the following:	
	<input type="checkbox"/> No services provided in California. <input type="checkbox"/> A completed Franchise Tax Board Form 590. - (must be attached) <input type="checkbox"/> A waiver of State withholding from Franchise Tax Board. - (must be attached)	
	<b>CALIFORNIA SALES TAX PERMIT NUMBER</b> <small>(required only for California nonresident vendors that charge California sales tax)</small>	

<b>CERTIFYING SIGNATURE</b>	Under penalty of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print)		E-MAIL ADDRESS
	SIGNATURE OF U.S. PERSON	DATE	TELEPHONE NUMBER

(REV Apr 2017)

# County of Sacramento

County of Sacramento  
Payee Data Record  
(REV Apr 2017)

## PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

## ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the Unites States, call.....1-800-852-5711  
From outside the United States, call.....1-916-845-6500  
For hearing impaired with TDD, call.....1-800-822-6268

## EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

## ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

WEB SITE: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.**

## ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to [ePayables@saccounty.net](mailto:ePayables@saccounty.net) and include: company name, contact person, email address and phone number.

## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: [W9@saccounty.net](mailto:W9@saccounty.net)



**DIVISION OF BEHAVIORAL HEALTH SERVICES  
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE AND THE ADVANCEMENT  
OF HEALTH EQUITY**

*This document assures compliance with various federal, state and local regulations, laws, statutes, and policies related to culturally and linguistically competent services for diverse populations as well as outlines steps towards advancing health equity as noted within the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives, the National Culturally and Linguistically Appropriate Services (CLAS) Standards, and the Self-Assessment for Modification of Anti-Racism Tool (SMART).*

Each organization within a culturally and linguistically competent system focused on advancing health equity is responsible for demonstrating humility, respect for all, and responding to the individualized needs of community members. Services are provided within the appropriate cultural context and through a trauma-informed equity lens that are inclusive of intersectionality of race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, and/or physical disability. Cultural competence is a developmental and dynamic process – one that occurs over time and is never ending.

Culturally competent and responsive providers:

- Are aware of the impact of their own culture on their relationships with clients.
- Are knowledgeable and respectful of the intersectionality of one’s culture, ethnicity, race, gender identity and expression, sexual orientation, and socio-economic status.
- Adapt their skills to meet the values and customs of each individual served.
- Strive for behavioral health equity and exhibit accountability to the communities served.

**BHS Equity Vision Statement Goal (adopted 2021)**

Sacramento County Behavioral Health Services (BHS) envisions a community where all Sacramento County residents thrive and have equitable access to optimal behavioral and emotional wellness. By racial equity we mean closing the gaps so that race does not predict one's success, while also improving outcomes for all.

**How To Get To Goal**

- BHS seeks to be an organization where staff and clients feel welcome and have a sense of belonging, that includes all cultural/ethnic identities.
- We seek to create an organizational culture that is client/family driven and reflects community diversity at all agency levels.
- As a member of the wider Sacramento community, and through mutual collaboration and partnerships, BHS prioritizes strategies that consider harmful impacts, advance unbiased results, and takes accountable action so that cultural/ethnic identity no longer predict behavioral health wellness.

**Equity Core Values**

- Client and family driven
- Mutual collaboration and partnership
- An environment of belonging, emotional safety, and promotion of expressions of diversity
- Staff reflective of community served
- Accountability, impact, results
- Innovation/fundamental change

## **Definitions**

**Cultural Competence** is a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among client-led providers, family members, and professionals that enables that system, agency, or those professionals and clients, and family member providers to work effectively in cross-cultural situations (adapted from Cross, et al., 1989).

**Cultural Humility** is the “ability to maintain an interpersonal stance that is other-oriented (or open to the other) in relation to aspects of cultural identity that are most important to the [person]” (Hook, Davis, Owen, Worthington and Utsey, 2013). It includes “a lifelong commitment to self-evaluation and self-critique,” “a desire to fix power imbalances,” and “aspiring to develop partnerships with people and groups who advocate for others” (Tervalon & Murray-Garcia, 1998).

**Equity** “is achieved when the dimensions of our identity (e.g., sex, gender identity and expression, cultural identity, race/ethnicity, disability, national origin, age, language, family structure, religion/faith, immigration status, or sexual orientation) and other dimensions of difference defined by social, economic, demographic, and/or geographic characteristics are no longer predictive of unjust cycles of harm and oppression across generations is stopped” (Children and Youth Behavioral Health Initiative, 2023).

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## **Cultural Competence Guiding Principles**

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial, ethnic, gender identity and expression, and sexual orientation disparities in the delivery of quality and equitable mental health and substance use, prevention, and treatment services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs, and practices of its clients into the service, and should be incorporated into all aspects of policy-making, program design, administration, service delivery, data collection, and outcome measurement.

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members...” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

**The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities. This is further complimented by Sacramento County’s commitment towards advancing equity, the National CLAS Standards, and SMART.**

### **Commitment to Cultural Competence and Health Equity**

- Address cultural competence and advancing equity at all levels of the system including policy, programs, operations, treatment, research and investigation, training, and quality improvement. (CLAS-Standard 1)
- Demonstrate commitment to cultural humility while improving safety and equity for staff and clients through all agency policy and practice documents, including the mission statement,

statement of values, strategic plans, and policy and procedural manuals. (CLAS-Standard 2, SMART-Workplace Culture, SMART-Clinical Care)

- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them to address potential disparities with access to care and engagement. (CLAS-Standards 6 and 8, SMART-Clinical Care)

#### Identification of Disparities and Assessment of Needs and Assets

- Collect, compile, and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS-Standard 11)
- Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural, linguistic, ethnic, sexual orientation, and gender diversity of populations in the service area. This could include creating plans for assessing and addressing potential disparities for individuals within special populations (e.g., those who are unhoused, have legal/child protective service involvement, or are at risk for vulnerability due to their age) (CLAS-Standard 12, SMART-Community Advocacy)

#### Implementation of Strategies to Reduce Identified Disparities

- Develop, implement, and monitor strategies for the elimination of identified health and functional disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on eliminating such disparities. (CLAS-Standard 9, SMART Outcomes/Program Evaluation)
- Utilize a quality improvement framework with a racial equity lens to monitor and evaluate culturally responsive and community defined service delivery and disparity elimination activities. Incorporate data reflection in partnership with the community and share improvement targets/progress with stakeholders to maintain accountability. (CLAS-Standards 10 & 15, SMART-Outcomes/Program Evaluation)

#### Community Driven Care

- Develop formal and informal relationships with community members, community organizations, and other partners to maximize accountability in the delivery of effective culturally, ethnically, linguistically, sexual orientation and gender affirming appropriate care and monitor the outcomes of these partnerships. (CLAS-Standard 13, SMART-Community Engagement/Co-Production)
  - Ensure diverse representation of clients on advisory/governance bodies/committees (a recommended minimum of 50%) to develop service delivery and evaluation. Diverse representation may include:
    - Individuals with lived mental health/behavioral health experience
    - Family members of a client
    - Transition Age Youth (TAY)
    - Parent/caregivers of youth with serious emotional disturbance
    - Representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals
- Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to culturally responsive and community defined service delivery planning, implementation, monitoring, and evaluation. Create and utilize culturally and

linguistically appropriate conflict grievance resolution processes. (CLAS-Standard 14, SMART-Community Engagement/Co-Production)

### Workforce Development

- Establish workforce recruitment/hiring strategies that ensure adequate levels of peer specialists (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities (e.g., mentorship); creating a “safe space” to identify and discuss topics of racism, its effects, and ways to improve safety and equity; self-care strategies to address stress and micro-aggressions; and other retention efforts (e.g., examining current promotion practices). Develop corrective measures to address severe shortages impacting ability to serve county populations. This may include creating formal processes to address incidents of racial disparities or discrimination in the workplace (WIC 4341; CLAS-Standard 3; SMART-Workplace Culture; SMART-Hiring, Recruitment, Retention, and Promotion).
- Provide ongoing cultural competence and quality improvement training to peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) to effectively address the needs of cultural, racial, ethnic (including linguistic capability), sexual orientation or gender diverse populations. This may include engaging in trauma-informed conversations about experiences of racism and microaggressions as well as identifying ways to address these issues. (CCR Title 9 Section 1810.410, CLAS-Standards 4 and 7, SMART-Workplace Culture)

### Provision of Culturally and Linguistically Appropriate Services

- Ensure access to culturally/linguistically appropriate as well as sexual orientation and gender affirming services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices). Offer language assistance at no cost to them, for all diverse unserved, underserved, and inappropriately served populations by making them available, accessible, acceptable, accommodating, and sensitive to historical, cultural (including healing practices and ceremonies), spiritual and/or religious experiences and values of diverse populations, inclusive of gender roles, sexual orientation, generational differences, etc. (CLAS-Standards 1 and 5, SMART-Clinical Care)
- Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial, ethnic, sexual orientation or gender diverse populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services to address potential barriers or disparities impacting access to care and/or engagement (e.g. providing services during evenings/weekend hours and/or in less stigmatizing settings such as in primary care locations, at faith-based organizations, at community organizations, etc.) (CLAS-Standard 12, SMART-Clinical Care)

---

**CONTRACTOR hereby agrees to comply with the principles and guidelines set forth as outlined above, and shall:**

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment by:

- Supporting evidence-based, community-defined, promising, and emerging practices that are affirming of one’s sexual orientation/gender identity/gender expression and congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values, traditional healing practices, and help-seeking behaviors.
  - Supporting the County’s goal to reduce disparities to care and promote behavioral health equity by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.
  - Providing an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for. This shall include:
    - Respect for individual preferences for cultural healing practices including spiritual and/or holistic approaches to health
    - Reception staff that are proficient in the different languages spoken by clients
    - Bilingual and/or bicultural clinical staff that are knowledgeable of cultural and ethnic differences, needs, culturally accepted social interactions and healthy behaviors within the client’s family constellation or other natural support system, and who are able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
    - Staff identifying their own pronouns and asking about the client’s pronouns
2. Create/implement a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
    - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
  3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
    - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural, and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
  4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
    - As stated in the Sacramento County BHS PP-BHS-CCES-02-01\_Implementation of Cultural Competence: All BHS-funded program staff who provide direct behavioral health services and their supervisors/managers/administrators must complete a minimum of six (6) hours annually of BHS-approved cultural competence/behavioral health equity training(s) as part of their contract agreement with the County.
  5. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no cost interpreter services and



offer all clients who speak a primary language other than English access to a bilingual staff or interpreter.

6. Translate signage and commonly-used written educational/informing materials into the predominant language(s) spoken by the communities located within the service area and make these readily available to clients/families.
7. Create a physical environment and “safe space” that ensures individuals of all cultures, races/ethnicities, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for in the setting. This shall include:
  - Decorating the waiting and treatment areas with artwork/images that are gender affirming and reflect the diverse cultures of Sacramento County
  - Providing reading materials, resources, and magazines in multiple languages that are at appropriate reading levels and are suitable for different age groups, including children and youth
  - Considering cultural differences and preferences when offering refreshments
  - Ensuring that any pictures, symbols, or materials on display are not unintentionally disrespectful to another culture
  - Including gender affirming restroom space and signage
  - Using gender affirming language in forms and documents
  - Asking about and using client’s pronouns
8. Ensure that interpreters and bilingual staff demonstrate bilingual proficiency; receive training which includes the skills and ethics of interpreting; and possess knowledge of the terms and concepts relevant to clinical or non-clinical encounters in both languages.
  - As outlined in the Sacramento County BHS Cultural Competence Plan Objectives: Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity/sexual orientation/gender identity and pronouns are included in the provider's management information system as well as within any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved, and inappropriately served communities at every step of program planning, implementation, outcome measurement, and evaluation processes.
11. Collaborate with cultural, racial, ethnic, sexual orientation, or gender diverse communities and emerging refugee communities to learn more about how these communities define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

**Dissemination of these Provisions:** CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

Sacramento City Unified School District  
Contractor (Organization Name)

\_\_\_\_\_  
Signature of Authorized Representative

Janea Marking  
Name of Authorized Representative (Printed)

\_\_\_\_\_  
Date

Chief Business and Operations Officer  
Title of Authorized Representative

**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS**

Entity Name	_____		
Entity Address	_____		
Taxpayer ID	Telephone Number	(916)	
1. Do you or anyone else own 5% or more of this Contractor/ Entity? (Sole Proprietors answer yes)      Yes <input type="checkbox"/> No <input type="checkbox"/>			
2. If so, is dependent health insurance available to/or through Contractor/Company?      Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			

Name of Provider in Which Interest is Held	Type of Provider	Address	Name of Relative(s) Who Holds The Interest	Relation	Type of Interest	Percentage and/or Dollar Amount of the Interest

*I hereby certify under penalty of perjury that all the above statements are true and correct to the best of my knowledge.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS**

Pursuant to 42 C.F.R. Section 455.104 and Section 14022 of the Welfare and Institutions Code provides that no payment shall be made to a Medi-Cal provider or to any facility or organization in which he or his immediate family has a “significant beneficial interest” unless the provider has a statement on file disclosing his or the interest his immediate family has in other Medi-Cal providers to which they refer beneficiaries. The applicable section under Medi-Cal program regulations is Section 51466, Article 6, Chapter 3, subdivision 1 of Division 3 of Title 22 of the California Administrative Code. This regulation is shown below.

1. Every provider must complete this form.
2. Disclosure must be made for each member of the provider’s immediate family - spouse, parents, spouse’s parents, children, and spouses of children.
3. “Significant beneficial interest” means any financial interest that represents either five percent of the total interest or a value of \$25,000 irrespective of the percentage ownership. How different types of interests are to be valued can be determined by referring to Section 51466.
4. If a provider has no “significant beneficial interest” in other providers, to which Medi-Cal recipients are referred, place “no interests” on the first line and sign the statement.

**51466. Disclosure of Significant Beneficial Interest.**

- A. A provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. Disclosures shall be accomplished by completing and submitting a Medi-Cal Personal Disclosure Statement of Significant Beneficial Interest form as provided by the Department.
- B. A provider that fails to comply with (a) or that submits a false or incorrect disclosure shall be subject to a suspension from participation or payment under the Medi-Cal program.
- C. For the purpose of this section:

- (1) "Significant beneficial interest" means any financial interest held by a provider, or a member of the provider's immediate family, in another provider that is equal to or greater than the lesser of the following:
  - (a) Five percent of the whole.
  - (b) \$25,000.00
- (2) "Immediate family" means spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- (3) Interests held by a provider and members of that provider's immediate family shall be combined and valued as a single interest.
- (4) The extent of financial interest shall be determined as follows:
  - (a) Full ownership shall be considered as 100 percent financial interest and control regardless of mortgages or other encumbrances.
  - (b) Interest in a partnership shall be determined on the basis of the percentage of ownership specified in either a written or verbal partnership agreement.
  - (c) Interest in a corporation shall be determined by computing the percentage of stock or bonds owned or the total outstanding shares or bonds of the corporation as of the last working day of the month preceding compliance with (a).
  - (d) All other financial arrangements shall require establishment of a fair and reasonable dollar value for both the interest and the whole. The percentage interest shall be computed as the percentage the dollar value of the interest represents of the whole.
- (5) The dollar value of the following types of interests shall be determined as follows:
  - (a) Bonds, over-the-counter stocks and stocks listed on the major stock exchanges shall be valued at the closing selling price on the last working day of the month preceding compliance with (a).
  - (b) Stocks in a closely held corporation shall be valued at the original purchase price, par value, or current market value, whichever is greater.
  - (c) Partnership interests shall be valued at the total dollar amount invested in organizing the partnership. A fair and reasonable dollar equivalent shall be determined if investment is not in form of monies.
  - (d) All other financial arrangements shall be valued at the actual dollar investment or a fair and reasonable dollar equivalent for investments not in the form of monies.

**County of Sacramento  
Department of Health Services  
Administration Division  
Contracts Unit**

**Electronic Signature Information for Contracts**

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- There is no cost to the contractor.
- DocuSign will send an email with a link to click to access the agreement, please see the sample email on the next page.
- The contractor does not need a DocuSign account to sign the agreement.
- DocuSign will automatically send an email with a link to the next person to review or to sign the agreement.
- DocuSign will send a copy of the fully executed agreement to the signer and to any other contractor staff who have reviewed via DocuSign.

***Please contact your Contract Monitor if you find incorrect content in the agreement. Please do not sign or DocuSign the agreement if you do not agree with something in the agreement. Also, please do not 'Decline to Sign' in DocuSign. Contact your Contract Monitor, instead.***

Please be advised that these DocuSign emails will be coming from Erica Sevigny, Janet Toro or Tamara Tripp.

If you have any questions, please feel free to email us at [DHSContractsUnit@SacCounty.net](mailto:DHSContractsUnit@SacCounty.net) or call Erica Sevigny at (916) 875-1983, Janet Toro at (916) 875-1988 or Tamara Tripp (916) 875-7243.

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**To:** Sawhill, Cindy <[SawhillC@SacCounty.net](mailto:SawhillC@SacCounty.net)>  
**Subject:** Please DocuSign:\*RUSH\* Execute before 7/20/20 CDPH (7207500-21-376M)

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Erica Sevigny sent you a document to review and sign.

[REVIEW DOCUMENTS](#)

**Erica Sevigny**  
[SevignyE@SacCounty.net](mailto:SevignyE@SacCounty.net)

Please sign off on this MOU with the State, and contact Sara Sawyer with any questions.

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Please select an option below in regard to signing electronically via DocuSign for

Agreement #:

Contractor Name:

I Do NOT wish to sign this Agreement with the Department of Health Services electronically via DocuSign. I prefer to have the Agreement mailed to me, sign the physical copies and return them via US mail.

I DO wish to sign this Agreement with the Department of Health Services electronically via DocuSign.

Fill in below with complete name and email address for the individual who has Authority to sign this Agreement. This field is **REQUIRED** in order for you to electronically sign. Then make a selection for who would like to receive a copy of the fully signed Agreement.

Name of Authorized Signer	Email Address

Once the Agreement is fully signed by both parties, a copy will automatically be sent to the signer and any reviewers designated below.

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Date

**This field is OPTIONAL. Only fill out this field if you have individual(s) other than the signer, who also need to review the Agreement before it is signed:**

These individual(s) will not be signing the Agreement, but will be asked to electronically initial their approval on this form. Please list them in the order you would like them to receive the Agreement for review, before the signer.

Order	Name of Additional Reviewer(s)	Email Address
1.		
2.		
3.		



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**HMC Architects**

**Bowling Green Modernization Project**

**Dated: February 15, 2024**



## TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services.....	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract.....	13
Article 10	Indemnity / Architect Liability.....	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	16
Article 13	Liability of District.....	16
Article 14	Nondiscrimination.....	17
Article 15	Insurance.....	17
Article 16	Covenant against Contingent Fees.....	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	18
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution.....	18
Article 21	Tolling of Claims.....	19
Article 22	Attorneys' Fees.....	19
Article 23	Severability.....	19
Article 24	Employment Status.....	19
Article 25	Certificate of Architect.....	20
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	21
Article 28	Disabled Veteran Business Enterprise Participation.....	21
Article 29	District's Right to Audit.....	21
Article 30	Other Provisions.....	22
Article 31	Exhibits "A" through "H".....	23

<b>EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT</b>	<b>A-1</b>
<b>EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES</b>	<b>B-1</b>
<b>EXHIBIT "C" – SCHEDULE OF SERVICES</b>	<b>C-1</b>
<b>EXHIBIT "D" – PAYMENT SCHEDULE</b>	<b>D-1</b>
<b>EXHIBIT "E" – INSURANCE REQUIREMENTS</b>	<b>E-1</b>
<b>EXHIBIT "F" – ROOFING PROJECT CERTIFICATION</b>	<b>F-1</b>

## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 15, 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"):

Modernization project located at Bowling Green School at 4211 Turnbridge Drive, Sacramento  
CA 95823

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 Bowling Green School Modernization Project at 4211 Turnbridge Drive, Sacramento CA 95823.
- 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.  
Fire Sprinklers: LP Consulting Engineers, Inc.  
Low Voltage: LP Consulting Engineers, Inc.  
Civil: Warren Consulting Engineers  
Structural: Buehler  
Acoustical: AEC  
Landscape: MTW Group  
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 **Three Million Nine Hundred Sixty-Four Thousand Nine Hundred Fifty-Seven Dollars (\$3,964,957)** 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 **One Hundred Ninety-Eight Thousand Two Hundred Forty-Seven and 85/100 Dollars (\$198,247.85)**. 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 47<sup>th</sup> 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: January 30, 2024

By: Vipul Safi 

Title: Principal-in-Charge

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

**TABLE OF CONTENTS**

<b>A.</b>	<b>SCOPE OF PROJECT</b> .....	<b>1</b>
<b>B.</b>	<b>BASIC SERVICES</b> .....	<b>1</b>
<b>C.</b>	<b>PRE-DESIGN AND START-UP SERVICES</b> .....	<b>4</b>
<b>D.</b>	<b>SCHEMATIC DESIGN PHASE</b> .....	<b>7</b>
<b>E.</b>	<b>DESIGN DEVELOPMENT PHASE</b> .....	<b>12</b>
<b>F.</b>	<b>CONSTRUCTION DOCUMENTS PHASE</b> .....	<b>16</b>
<b>G.</b>	<b>BIDDING PHASE</b> .....	<b>23</b>
<b>H.</b>	<b>CONSTRUCTION CONTRACT ADMINISTRATION PHASE</b> .....	<b>24</b>
<b>I.</b>	<b>CLOSE OUT PHASE</b> .....	<b>28</b>

## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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

#### **SCOPE OF PROJECT**

Project Name: Bowling Green Modernization

Construction Cost Budget: \$56,000,000

#### **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.

<b>Job Title</b>	<b>Hourly Rate</b>
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 2026
7. Construction (New)	Apr – May 2027
8. Modernization	Jun – Dec 2027

- 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:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
  2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
  2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT





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.: Bowling Green Modernization / 479 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>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT



## Sacramento City Unified School District

7/1/2023 - 6/30/2024

Today's date: June 8, 2023

- We guarantee 98 out of 100 jobs are successfully filled and completed.
- Once you send us the job request, it is understood we will cover it, unless otherwise communicated.
- 265 languages across California

**Our Service Offerings for this Contract:**

- A) Document (Written) Translation
- B) Interpretation: Pre-Scheduled (On-Site and/or Video Remote)
- C) Interpretation: Over the Phone (OPI) available for both Immediate and Pre-Scheduled

**A. Document (Written) Translation**

Description	Regular rate	Rush Rate
Spanish	\$0.16/word	Add \$0.02/word
All other languages	\$0.19/word	Add \$0.02/word
Project Minimum	\$75.00 per language	
Formatting Fee	\$25.00 per hour	

- Rush Rate – Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- All translation jobs include TEP – qualified translator, editing and proofreading.
- No formatting charge for all editable documents (MS Word, Spreadsheet, PowerPoint, editable PDF file that can be exported).
- Formatting fees may apply on a case-by-case basis with client approval for the following (e.g. scanned documents, non-editable images).

**Late Cancellation Policy:**

- Full fees apply once we receive a confirmation email to begin the project.



**B. Interpretation (In-person, Video-Remote, & Phone):**

CONSECUTIVE INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	\$67.00 / hour	\$70.00 /hour	Add \$15 /hour
All other languages	\$80.00 / hour	\$83.00 /hour	Add \$15 /hour
American Sign Language (ASL)	\$90.00 / hour	\$95.00 /hour	Add \$15 /hour

SIMULTANEOUS INTERPRETATION			
Language	Video-Remote	In-person/On-site	Rush Rate
Spanish	\$85.00 / hour	\$95.00 /hour	Add \$15 /hour
All other languages	\$105.00 / hour	\$115.00 /hour	Add \$15 /hour

- The interpretation services in Section B are for **pre-Scheduled**.
- Requests for ASL service more than 1 hour will require 2 ASL interpreters.
- 2 hours minimum per request (per language): All requests that are more than 2 hours will be billed according to the hours requested and reserved.
- **Rush Rate:** Any request with fewer than 24 hours turn-around will be invoiced with rush rate.
- Time extending beyond the hours requested will be billed in 15-min. increments.
- Allocate enough time to avoid potential scheduling conflict.
- Client will provide a virtual link once the interpreter has been confirmed.
- Client will provide details concerning assignment i.e.
- For VRI assignments, interpreters will have reliable Wi-Fi and a quiet place to interpret.

**\*Simultaneous Mode of Interpretation are intended for CAC, Board and Public Meetings.**

**Late Cancellation Policy:**

- Cancellations made with fewer than 24 business hours are considered a last-minute, late cancellation. The full amount will be invoiced.
- Please send a cancellation email and a call for last-minute cancellations.
- If the Client Portal is utilized, cancel through the portal and no calls or emails are necessary.
- Cancellations made with more than 24 business hours in advance will incur no fees.



### C. Interpretation: On-Demand Over-the-Phone (OPI)

Description	Minimum Rate
Immediate Access – All languages	\$1.69/minute connection time (75 minutes minimum per month)

- The CIN number provided is confidential and will be treated like a PIN Number.
- If the CIN number has been compromised, Client MUST alert Excel immediately, by email and by calling: 1-800-915-0638 ext. 101.
- Clients will receive instructions on how to access over the telephone interpretation services once the award has been made and the contract has been signed.

\*On-Demand Over the Phone (OPI) Interpretation services are convenient and intended for time-sensitive situations. Please note OPI Interpretation is not meant to replace in-person interpreters for IEP, ELAC, DLAC meetings.



## **A1: How to Request Document Translation Services:**

Translation Consultant: Jessica Delgado / M.A. Translation / 30 years

- 1) **Client Portal Request** –How to access portal (for emergency project, please also call)
- 2) **Phone** in Request: 1-800-915-02638 ext. **102** with questions
- 3) **Email** Request: Attach documents for translation to **translations@excelinterpreting.com**

## **B1: How to Request In-Person & Video Remote Interpretation Services**



1. **Online Client Scheduling Portal** – Obtain your login credentials by emailing [appts@excelinterpreting.com](mailto:appts@excelinterpreting.com). In the email, please include:
  - Full name
  - Email address (this will be the login)
  - Phone contact
  - Organization + Division Names

We can create unlimited names for requesters and managers.

Credentials can be created within a day, if not sooner. For additional credential support, please call Adelina Past, our Scheduling Manager, at: 916-820-5654.

Once you obtain your credentials, you are set to begin making requests on our portal!

Real time requests with real time updates.

1. Log in the portal with your credentials.
  2. Click on 
  3. Fill in the necessary information for your request.
  4. Once complete, click on 
- You will receive your confirmation notification immediately with a job number reference for your records.

### **Proprietary Interpreter Scheduling Software with Up-to-Date Metrics**

Our proprietary Scheduling software provides up to date metrics such as language use, unfilled jobs, last minute requests, status of requests, name of last interpreter and additional information to help clients make informed decisions concerning language procurement.



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\*Be prepared to provide all relevant appointment details to scheduling agent

- 2) **Call the interpreter scheduling unit at: 1-800-915-0638 ext. 101.** Anyone of our Scheduling Coordinators can help answer all scheduling related questions and concerns, or simply help schedule an on-site interpreter. Clients will experience a live agent during the hours of 8:00 am to 5:00 pm, Monday through Friday. We closely monitor after hour and weekend calls, around the clock, and will respond promptly.
- 3) **Email:** All on-site requests can be submitted to: [appts@excelinterpreting.com](mailto:appts@excelinterpreting.com). To request in-person interpreter services, including ASL, please provide all relevant scheduling details in the body of the email:
- a. Date and Time
  - b. Duration of the appointment
  - c. Location (name of agency, exact address, city, and zip code)
  - d. On-site contact
    - i. If the assignment is after hours, we need a direct cell contact.
  - e. Reference name or case #
  - f. Language / dialect
  - g. Simultaneous or Consecutive
  - h. Nature of assignment
  - i. Special instructions

Once an email request is received, clients will receive a confirmation email.

**C1: How to Request On-Demand Over-the-Phone (OPI) Services: (SEE FOLLOWING PAGE)**

---

To set up On-Demand Over the Phone Interpretation services,  
please initiate account by calling 800-915-0638 x 101 or  
emailing to [appts@excelinterpreting.com](mailto:appts@excelinterpreting.com).

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# CHENG & TSUI

Since 1979 | Boston, MA USA

25 West Street  
Boston MA 02111-1213  
United States

## Estimate

Page 1 of 4

**Date** 3/5/2024  
**Quote #** 21786

**Expires** 4/14/2024

**Shipping Method**

**Client Number** SAC00011

### Bill To

SACRAMENTO CITY UNIFIED SC...  
TEXT BOOK PO (REQTXT)-PURC...  
5735 47TH AVENUE  
SACRAMENTO CA 95824  
United States

### Ship To

Sacramento City Unified School Dis...  
Library & Textbook Services  
3051 Redding Avenue  
Sacramento CA 95820  
United States

ISBN	Description	Quantity	Rate	Amount
9781622914777	GO FAR WITH CHINESE 1 TEXTBOOK SIMP w/ bundle discount	100	71.99	7,199.00
9781622916740-FLS8	GO FAR WITH CHINESE 1 FLUENCYLINK STUDENT 8 YR w/ bundle discount	100	341.99	34,199.00
9781622914777	GO FAR WITH CHINESE 1 TEXTBOOK SIMP (teacher desk copy)	5	0.00	0.00
9781622914807	GO FAR WITH CHINESE 1 WORKBOOK SIMP (teacher desk copy)	5	0.00	0.00
9781622916740-FLT8	GO FAR WITH CHINESE 1 FLUENCYLINK TEACHER 8 YR	5	0.00	0.00
9781622915439	GO FAR WITH CHINESE 2 TEXTBOOK SIMP w/ bundle discount	45	80.09	3,604.05
9781622916757-FLS8	GO FAR WITH CHINESE 2 FLUENCYLINK STUDENT 8 YR w/ bundle discount	45	359.99	16,199.55
9781622915439	GO FAR WITH CHINESE 2 TEXTBOOK SIMP (teacher desk copy)	3	0.00	0.00
9781622915446	GO FAR WITH CHINESE 2 WORKBOOK SIMP	3	0.00	0.00

### Order Comments

Prices are valid for 30 days. Product availability is subject to change without notice.

Purchase Order required to convert Quote to Order. Email the PO and this quote to [orders@cheng-tsui.com](mailto:orders@cheng-tsui.com)

Digital items are non-returnable.

Workbooks are on a separate quote, #21787.

Your adoption purchase includes some complimentary virtual (live/synchronous) training. Please contact [ashao@cheng-tsui.com](mailto:ashao@cheng-tsui.com) to discuss scheduling. Additional training is available for purchase.

Cheng & Tsui's digital technology subscriptions are sold subject to changes in architecture, features, functionalities as new versions are released.

Remit to:  
Cheng & Tsui Co., Inc.  
Dept. 7000  
PO Box 4110



**CHENG & TSUI**

Since 1979 | Boston, MA USA

25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 2 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
	(teacher desk copy)			
9781622916757-FLT8	GO FAR WITH CHINESE 2 FLUENCYLINK TEACHER 8 YR	3	0.00	0.00
9781622915460	GO FAR WITH CHINESE 3 TEXTBOOK SIMP w/ bundle discount	25	85.49	2,137.25
9781622916535-FLS8	GO FAR WITH CHINESE 3 FLUENCYLINK STUDENT 8 YR w/ bundle discount	25	377.99	9,449.75
9781622915460	GO FAR WITH CHINESE 3 TEXTBOOK SIMP (teacher desk copy)	2	0.00	0.00
9781622915477	GO FAR WITH CHINESE 3 WORKBOOK SIMP (teacher desk copy)	2	0.00	0.00
9781622916535-FLT8	GO FAR WITH CHINESE 3 FLUENCYLINK TEACHER 8 YR	2	0.00	0.00
9781622916924-FLS8	INTEGRATED CHINESE 3 4E FLUENCYLINK STUDENT 8 YR	15	425.99	6,389.85
9781622911578	INTEGRATED CHINESE 3 WKBK/S&T 4E (teacher desk copy)	1	0.00	0.00
9781622916924-FLT8	INTEGRATED CHINESE 3 4E FLUENCYLINK TEACHER 8 YR	1	0.00	0.00
9781622911509	INTEGRATED CHINESE 4 TEXT/S&T 4E HC w/ bundle discount	15	81.89	1,228.35
9781622916931-FLS8	INTEGRATED CHINESE 4 4E FLUENCYLINK STUDENT 8 YR w/ bundle discount	15	395.99	5,939.85
9781622911509	INTEGRATED CHINESE 4 TEXT/S&T 4E HC (teacher desk copy)	1	0.00	0.00



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25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 3 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
9781622911523	INTEGRATED CHINESE 4 WKBK/S&T 4E (teacher desk copy)	1	0.00	0.00
9781622916931-FLT8	INTEGRATED CHINESE 4 4E FLUENCYLINK TEACHER 8 YR	1	0.00	0.00
9781622910564	ADVENTURES IN JAPANESE 1 TEXTBOOK 4E HC w/ bundle discount	250	77.39	19,347.50
9781622916603-FLS8	ADVENTURES IN JAPANESE 1 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	250	289.79	72,447.50
9781622910564	ADVENTURES IN JAPANESE 1 TEXTBOOK 4E HC (teacher desk copy)	10	0.00	0.00
9781622910571	ADVENTURES IN JAPANESE 1 WORKBOOK 4E (teacher desk copy)	10	0.00	0.00
9781622916603-FLT8	ADVENTURES IN JAPANESE 1 FLUENCYLINK TEACHER 8 YEAR	10	0.00	0.00
9781622910663	ADVENTURES IN JAPANESE 2 TEXTBOOK 4E HC w/ bundle discount	210	87.29	18,330.90
9781622916627-FLS8	ADVENTURES IN JAPANESE 2 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	210	307.79	64,635.90
9781622910663	ADVENTURES IN JAPANESE 2 TEXTBOOK 4E HC (teacher desk copy)	10	0.00	0.00
9781622910670	ADVENTURES IN JAPANESE 2 WORKBOOK 4E (teacher desk copy)	10	0.00	0.00
9781622916627-FLT8	ADVENTURES IN JAPANESE 2	10	0.00	0.00



**CHENG & TSUI**

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25 West Street  
Boston MA 02111-1213  
United States

# Estimate

Page 4 of 4

**Date**

3/5/2024

**Quote #**

21786

ISBN	Description	Quantity	Rate	Amount
	FLUENCYLINK TEACHER 8 YEAR			
9781622910700	ADVENTURES IN JAPANESE 3 TEXTBOOK 4E HC w/ bundle discount	150	91.79	13,768.50
9781622916641-FLS8	ADVENTURES IN JAPANESE 3 FLUENCYLINK STUDENT 8 YEAR w/ bundle discount	150	320.39	48,058.50
9781622910700	ADVENTURES IN JAPANESE 3 TEXTBOOK 4E HC (teacher desk copy)	8	0.00	0.00
9781622910717	ADVENTURES IN JAPANESE 3 WORKBOOK 4E (teacher desk copy)	8	0.00	0.00
9781622916641-FLT8	ADVENTURES IN JAPANESE 3 FLUENCYLINK TEACHER 8 YEAR	8	0.00	0.00
PD-VIRTUAL	VIRTUAL PROFESSIONAL DEVELOPMENT - 2.5 HRS	1	0.00	0.00
Sales Tax	Sales Tax 8.75%	1	5,741.37	5,741.37
Shipping	Shipping Fee	1	3,280.78	3,280.78

**Total** \$331,957.60



21786



# CHENG & TSUI

Since 1979 | Boston, MA USA

25 West Street  
Boston MA 02111-1213  
United States

## Estimate

**Date** 3/8/2024  
**Quote #** 21791  
**Expires** 4/7/2024  
**Shipping Method**  
**Client Number** SAC00011

### Bill To

SACRAMENTO CITY UNIFIED SC...  
TEXT BOOK PO (REQTXT)-PURC...  
5735 47TH AVENUE  
SACRAMENTO CA 95824  
United States

### Ship To

Sacramento City Unified School Dis...  
Library & Textbook Services  
3051 Redding Avenue  
Sacramento CA 95820  
United States

ISBN	Description	Quantity	Rate	Amount
9781622914807	GO FAR WITH CHINESE 1 WORKBOOK SIMP	800	42.99	34,392.00
9781622915446	GO FAR WITH CHINESE 2 WORKBOOK SIMP	360	44.99	16,196.40
9781622915477	GO FAR WITH CHINESE 3 WORKBOOK SIMP	200	46.99	9,398.00
9781622911578	INTEGRATED CHINESE 3 WKBK/S&T 4E	120	39.99	4,798.80
9781622911523	INTEGRATED CHINESE 4 WKBK/S&T 4E	120	41.99	5,038.80
9781622910571	ADVENTURES IN JAPANESE 1 WORKBOOK 4E	1,800	38.99	70,182.00
9781622910670	ADVENTURES IN JAPANESE 2 WORKBOOK 4E	1,600	40.99	65,584.00
9781622910717	ADVENTURES IN JAPANESE 3 WORKBOOK 4E	1,000	42.99	42,990.00
Sales Tax	Sales Tax 8.75%	1	21,750.75	21,750.75
Shipping	Shipping Fee	1	12,429.00	12,429.00

**Total** \$282,759.75

### Order Comments

Prices are valid for 30 days. Product availability is subject to change without notice.

Purchase Order required to convert Quote to Order. Email the PO and this quote to [orders@cheng-tsui.com](mailto:orders@cheng-tsui.com)

This quote is for workbooks for the full duration of the adoption, all to be fulfilled in year 1.

SPECIAL INSTRUCTIONS: For shipment, do not mix different level or different language workbooks in the same box. Each box should only contain a single ISBN.

Cheng & Tsui's digital technology subscriptions are sold subject to changes in architecture, features, functionalities as new versions are released.

Remit to:  
Cheng & Tsui Co., Inc.  
Dept. 7000  
PO Box 4110  
Woburn, MA 01888-4110



21791



Mikila Fetzer  
 Mathematics Coordinator  
 Sacramento City Unif Sch Dist  
 5735 47th Ave  
 Sacramento, CA 95824-4528  
 United States

**Quote Number:** 259711-7  
**Quote Creation Date:** 03-22-2024  
**Quote Expiration Date:** 09-30-2024

**Quote Release:** 7

SCUSD enVision 2015 3rd-6th 1 YR digital extension  
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
enVision Math	\$ 278,830.00	\$ 29,820.81	\$ 278,830.00
<b>Solution Subtotal</b>	<b>\$ 278,830.00</b>	<b>\$ 29,820.81</b>	<b>\$ 278,830.00</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 0.00</b>
		<b>Total</b>	<b>\$ 278,830.00</b>

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>enVision Math</b>						
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 3</b>						
9781428511415	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 3	33.00	0	1,910	\$0.00	\$63,030.00
9781428511590	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 3	37.00	0	40	\$0.00	\$1,480.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 3 Subtotal</b>						<b>\$ 64,510.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 4</b>						
9781428511422	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 4	33.00	0	1,980	\$0.00	\$65,340.00
9781428511606	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 4	37.00	0	40	\$0.00	\$1,480.00

Sacramento City Unif Sch Dist

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328790777	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 4	9.47	800	0	\$7,576.00	\$0.00
9780328803750	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 4	11.47	40	0	\$458.80	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 4 Subtotal</b>					<b>\$ 8,034.80</b>	<b>\$ 66,820.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 5</b>						
9781428511439	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 5	33.00	0	2,150	\$0.00	\$70,950.00
9781428511613	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 5	37.00	0	40	\$0.00	\$1,480.00
9780328790784	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 5	9.47	1,200	0	\$11,364.00	\$0.00
9780328803767	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 5	11.47	41	0	\$470.27	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 5 Subtotal</b>					<b>\$ 11,834.27</b>	<b>\$ 72,430.00</b>
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 6</b>						
9781428511446	MATH 2015 CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 6	33.00	0	2,230	\$0.00	\$73,590.00
9781428511620	MATH 2015 SPANISH CALIFORNIA COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE EXTENSION GRADE 6	37.00	0	40	\$0.00	\$1,480.00
9780328790791	MATH 2015 CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 6	9.47	1,000	0	\$9,470.00	\$0.00
9780328803774	MATH 2015 SPANISH CALIFORNIA COMMON CORE PRACTICE & RETEACHING WORKBOOK GRADE 6	11.47	42	0	\$481.74	\$0.00
<b>enVisionMATH Common Core, Realize Edition ©2015 for California - Grade 6 Subtotal</b>					<b>\$ 9,951.74</b>	<b>\$ 75,070.00</b>
<b>enVision Math Subtotal</b>					<b>\$ 29,820.81</b>	<b>\$ 278,830.00</b>

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	<b>Solution Subtotal</b>				\$ 29,820.81	\$ 278,830.00
						<b>Shipping and Handling</b>
						\$ 0.00
					<b>Total</b>	<b>\$ 278,830.00</b>



## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** <https://support.savvas.com/support/s/customerserviceus>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, sticker, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site:

<https://worktext-subscriptions.savvas.com>

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.

online help: <https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).













Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
Sports Middle Plus (Grades 5-8)	1	\$0.00	\$512.12
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
City High School (Grades 10 & Up)	1	\$0.00	\$466.56
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Graphic Novels High Plus (Grades 9 & Up)	1	\$0.00	\$535.08
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Current Trends High Plus (Grades 9 & Up)	1	\$0.00	\$544.32
Loose Shelf-Ready Processing	1	\$6,832.00	\$0.00
		<b>Tax:</b>	<b>\$11,193.98</b>
		<b>Total:</b>	<b>\$139,121.48</b>

Multi-Year 10% discount applied to the order.

District to receive 4 - \$1,500 coupons. The first when the order goes in and then 1 more every 3 months.

Cost of Loose SRP has been waived for the district.

---

If any changes are to be made or if you require further information, please contact your Sales Representative, Denise Ohngren at [dohngren@juniorlibraryguild.com](mailto:dohngren@juniorlibraryguild.com), and they will be happy to assist you.

---

**This proposal is being sent for your review. Please use this information to process any paperwork, request approval or requisition your purchase order.**



**KLEIN**  
**Educational Systems**  
 2851 Spafford Street  
 Davis, CA 95618  
 1-800-698-3249

R6388

Program 107

Code  
 Round 6 Zero Emissions  
 Grant

**QUOTE**  
 Quote# KES15644-1

Quotation for:  
**John F. Kennedy High School**  
 JB Polanco  
 Sacramento, 95831

Date Quoted : 03/07/2024  
 Expiry Date : 04/06/2024  
 Sales Manager : Chris Klein

Quotation for LJ Create Trainers

Item & Description	Qty	Unit Cost	Total Cost
ALB2/AL Automotive Repair Skills Development- Annual Site License (Year 1)	1	3,850.00	3,850.00
740-01 Electric Vehicle Systems Panel Trainer	3	9,875.00	29,625.00
756-01 Hybrid Vehicle Systems Panel Trainer	3	11,625.00	34,875.00
743-01 Vehicle Charging Systems Panel Trainer	3	8,375.00	25,125.00
730-00 Complete Electric Vehicle Electronics Station	15	4,450.00	66,750.00
Sub Total			160,225.00
City of Sacramento Sales Tax (8.75%)			13,682.81
Estimated Freight			7,710.13
<b>Delivered Total</b>			<b>\$181,617.94</b>

**Klein Educational Systems, Inc.**  
 Email Purchase Orders to [orders@kleineducational.com](mailto:orders@kleineducational.com) or fax to **888-503-3108**  
 2851 Spafford Street Davis, CA 95618 Toll Free: 800-698-3249  
 Prices Valid for 30 Days Terms Net 30 Days Estimated Delivery TBD



*R. Zero Emissions*

**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207



**REQUISITION FORM 2023-24**

PROGRAM/PATHWAY: Auto Technology REQUESTOR'S NAME: JB Polanco TODAY'S DATE: 03/07/24

<b>SECTION 1</b>	<p><i>Please specify program needs and list 1-2 objectives for how the services will be utilized and state which program standards and student learning outcomes are aligned to this request.</i></p> <p>The requested purchase will be used to align the automotive program with the CTE Transportation – Systems Diagnostics, Service, and Repair pathway and ASE accreditation standards. This purchase will provide students with the necessary tools and equipment to successfully transition into a career in the transportation industry or continue their education at the post-secondary level.</p> <p>Current equipment does not exist</p> <p>This purchase will help students in meeting System Diagnostics, Service, and Repair standard C2.0 practice the safe and appropriate use of tools, equipment, and work processes under the Transportation Pathway</p>
------------------	--

Program Need and Objective	Program/Pathway Need	Comments
<input type="checkbox"/> <b>Substitute</b> <i>List the full name of teacher(s) needing substitute below and check one:            ( ) Full-day ( ) Half-day            Please forward the full name of substitute for each teacher when known.</i>	<input type="checkbox"/> <b>Transportation/bus for College and/or Career Learning Experiences</b> <i>Provide number of bus, estimated cost and brief description of trip and attach related handouts/materials.</i>	
	<input type="checkbox"/> <b>Service Agreements</b> <i>Provide service proposal, service contract, and invoice for payment.</i>	
	<input type="checkbox"/> <b>Instructional Supplies/Materials/Equipment for pathways program of study</b> <i>A. Be sure to attach, a completed Quotation Portion form page 2- SECTION 4.</i>	

<b>SECTION 2</b>	<i>Please circle Yes or No regarding approval of items to the Advisory Board.</i>		
<b>Advisory Committee</b>	1. Has this item(s) been approved by your Advisory Committee?	Yes	No
	2. Is this replacing existing inventory?	Yes	No



**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207

	If yes, explain the circumstance for replacement.	
--	---	--

<b>SECTION 3</b>	Please research and provide specific vendor information.
<b>Vendor Information</b>	1. Vendor Name: KLEIN EDUCATIONAL SYSTEMS _____
	2. City: DAVIS _____
	3. State: CA _____
	4. Zip: 95618 _____
	5. Telephone #: (530)979-3315 Fax #: _____
	6. Email: matt@kleineducational.com

**SECTION 4** Please provide specific details for items requests (Order in Priority of Need) 1- Highest Need to 5- Lowest Need

Quotation Sheet	Item Descriptions					
	Item Description	Part #	Qty.	Unit	Cost Per Unit	Amount
	1. Automotive Repair Skills Development- Annual Site License (Year 1)	ALB2/AL	1		3,850	3,850
	2 Electric Vehicle Systems Panel Trainer	740-01	3		9,875	29,625
	3 Hybrid Vehicle Systems Panel Trainer	742-01	3		11,625	34,875
	4 Vehicle Charging Systems Panel Trainer	743-01	3		8,375	25,125
	5 Complete Electric Vehicle Electronics Station	730-00	15		4,450	66,750
			Subtotal	160,225		
			Shipping	9,710.13		
			Tax	13,682.81		
			Total	183,617.94		

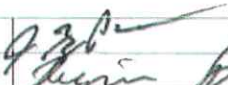






**COLLEGE AND CAREER READINESS DEPARTMENT**

Linda Kingston, Director of CTE and Master Schedule  
 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824  
 916-643-9207

<b>SECTION 5</b>	<i>Please, provide feedback to the advisement process method of this request.</i>		
<b>School Principal</b>	1. Please, list the date that the requester has discussed, advised or where you have been made aware of this activity.	Date:	Method of Communication:
	2. Please explain/share, any additional circumstances CCR should be aware of regarding this requisition.		

<b>SECTION 6</b>	<i>Please sign in the box next to your role on the team and date with the approximate date signed.</i>			
<b>Team Signatures</b>	<b>Team Member's:</b>			
	Instructor/Staff Signature		Date	3/2/24
	Principal Signature or designee		Date	3/7/24
	District Staff Signature		Date	3/8/24

<b>SECTION 7</b>	<b>District Staff Check One If Approved:</b>			
<b>Budget Staff ONLY</b>	<input type="checkbox"/> CTE LCAP			
	<input type="checkbox"/> Perkins			
	<input type="checkbox"/> CTEIG			
	<input type="checkbox"/> SWP			
	<input type="checkbox"/> Donation			
	<input type="checkbox"/> Mini-grant Foundation/Agencies			
	<input type="checkbox"/> CPA			
	<input type="checkbox"/> ESSER			
	<b>Transfer funds from:</b>			
	<b>To:</b>			
	<b>Charge to RSE:</b>			
	<i>Budget staff approval:</i>	<i>Date:</i>		

LJ Create

2400 Lake Orange Drive.  
Suite 105  
Orlando, FL 32837

T: 1-800-237-3482  
F: 1-407-250-5891  
E: info@ljcreate.com  
W: www.ljcreate.com



04/02/2024

John F. Kennedy High School  
JB Polanco  
Sacramento, CA

To whom it may concern,

This letter is to confirm that Klein Educational Systems is the exclusive sole distributor and service/support center for LJ CREATE in the state of California.

LJ CREATE INC, formerly known as LJ Technical Systems, is headquartered at 300 S Orange Ave, Ste 1000, Orlando, FL 32801 and is the sole manufacturer of proprietary products sold and marketed under the following trade names: Living with STEM, Exploring STEM, Working with STEM, Scitek, Living with Science (LWS), LJ Middle School and High School Science, LJ Electronics, STEM, Autolab Automotive Products , LJ Engineering, and Digiac.

This includes but is not limited to the 740-01 Electric Vehicle Systems Panel Trainer, 756-01 Hybrid Vehicle Systems Panel Trainer, 743-01 Vehicle Charging Systems Panel Trainer, 730-00 Complete Electric Vehicle Electronics Station and the ALB2/AL Automotive Repair Skills Development Curriculum.

LJ CREATE holds the copyright to all curriculum materials, workbooks, training guides and software that are sold or accompany our products.

Should you have any questions, or require further details, please do not hesitate to contact me using our toll free number 800-237-3482. Thank you for considering LJ CREATE, as a possible source for your educational training requirements.

Sincerely,



Robyn Watson  
Operations Manager



EveryDay Labs, Inc.  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065

## EVERYDAY LABS INC. SERVICES AGREEMENT

This agreement (“Agreement”) is entered into on the “Effective Date,” which shall be the date on which the Agreement is fully executed by both parties, between EveryDay Labs Inc., (“EveryDay Labs”), and the Customer identified below (“District”). This Agreement includes and incorporates the below Order Form, as well as the accompanying EveryDay Labs Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms.

<b>District Information</b>	
<b>District Name: Sacramento City School District</b>	<b>Principal Contact: Jennifer Kretschman</b>
Address: 5735 47th Avenue	Title: Director, MTSS
Sacramento, CA 95824	Phone:
Contracts Office: Tina Alvarez-Bevens tina-alvarez-bevens@scusd.edu	Email: Jennifer-Kretschman@scusd.edu
<b>Billing Contact: Paola Lopez</b>	<b>Data Contact: Rhonda Rode</b>
Phone:	Phone:
Email: invoices@scusd.edu	Email: Rhonda-rode@scusd.edu

<b>EveryDay Labs Contacts</b>	
<b>Program Manager: Emily Cunningham</b>	<b>Sales &amp; Contracts: Emily Bailard</b>
Phone: 650-641-9485	Phone: 650-641-9485
Email: emilyc@everydaylabs.com	Email: contracts@everydaylabs.com
<b>Billing Contact: Victor Aguayo</b>	
Email: ar@everydaylabs.com	

## ORDER FORM

### Scope of Work:

As described below, EveryDay Labs and District will work together to implement a personalized intervention and engagement solution for up to 36,615 students designed to support student success by preventing student absenteeism, engaging students' families, and connecting families to district supports.

The scope will include:

- Personalized attendance nudge interventions delivered via mail ("Mail Nudges") and text ("Text Nudges") sent during impact windows aligned to the academic calendar.
- 24/7 Family Support Bot to help families with barrier-specific needs by directing them to the right resource or connecting them directly to our Family Support Team for more complex issues
- Access to the Family Support Team, which provides families with one-on-one support by phone during business hours to help connect them to resources that address their student's attendance barriers

EveryDay Labs will send up to 43,938 Mail Nudges\* in English and Spanish and unlimited Text Nudges\*\* for up to 36,615 students in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District.

*\*Estimated # of Nudges; exact number will depend on actual data and student attendance. Additional Mail Nudges can be purchased at the District's option for \$1/each.*

*\*\*Text Nudges are sent to one phone number per student*

EveryDay Intervention also includes:

- Program Manager to support the program's implementation, provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Mail Nudges and Text Nudges and parent/guardian calls to the Family Support Team, and students who may have out of date addresses
- Quarterly engagement reports
- Mid and End of year program impact analysis

EveryDay Labs will use data from the District to deliver EveryDay Intervention, analyzing the data to determine which students receive each type of personalized intervention, determining appropriate content for each student based on their grade, attendance record, language, school, and other factors. EveryDay Labs will generate, print, and deliver/mail the Mail Nudges and Text Nudges.\*\*\*

EveryDay Labs will apply criteria to personalize the content for each student and to identify the students most likely to benefit from receiving each communication, considering attendance patterns and other factors. Specific students may be excluded by the District through the process described in the EveryDay Labs Data Specification and Transfer Standards. EveryDay Labs will also exclude students whose parents or guardians have elected to opt-out of receiving program communications (Mail or Text Nudges), as well as those who don't meet other eligibility criteria (e.g. undeliverable address or phone number).

### Additional Services:

In addition to the services outlined in the original Order Form, EveryDay Labs will send up to 9,000 Early Absence Letters in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by EveryDay Labs and District.

\*\*\*Data Consultant can be provided to assist the District with SIS automation for \$5,000 for up to 50 hours of consulting.

**Fees:** not to exceed \$190,239.00

### Payment Schedule:

December 2023:	\$63,413.00
April 2024:	\$63,413.00
August 2024:	\$63,413.00

**Term:** The term of this Agreement commences on the Effective Date and expires August 31, 2024, subject to early termination as provided herein (the "Term").

## EveryDay Labs Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY EVERYDAY LABS INC. (“EveryDay Labs”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH EVERYDAY LABS WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“DISTRICT”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”). IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), EveryDay Labs will provide District with the services specified in each Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below). District will cooperate with EveryDay Labs in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as EveryDay Labs may reasonably request. Any change requests to the services shall be mutually agreed upon by both parties and amended in writing by the district.
  
2. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to EveryDay Labs solely for EveryDay Labs to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to EveryDay Labs the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to EveryDay Labs Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing and operating products and services).

EveryDay Labs warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to EveryDay Labs, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. “De-Identified Data” means data submitted to, collected by, or generated by EveryDay Labs in connection with District’s use (and EveryDay Labs’s provision) of the Services but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “EveryDay Labs Person” is (i) a director, employee, contractor, agent or affiliate of EveryDay Labs, (ii) who needs to access the Student Records in connection with EveryDay Labs’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. EveryDay Labs reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, EveryDay Labs will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give EveryDay Labs any rights, implied or otherwise, to the Student Records. **At no time will EveryDay Labs share any Student Records with any**



**non-EveryDay Labs Person without the written permission of District.** EveryDay Labs shall notify District should EveryDay Labs become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by EveryDay Labs. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 3. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to EveryDay Labs in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by EveryDay Labs in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If EveryDay Labs receives any notice or claim that any data provided to EveryDay Labs, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), EveryDay Labs may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify EveryDay Labs from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 3, as incurred.
- 4. FEES; PAYMENT.** District shall pay EveryDay Labs fees for the Service as set forth in each Order Form (“Fees”). Additionally, in the event that the United States Postal Service increases the First Class Mail postage rate, EveryDay Labs reserves the right to increase Mail Nudges Fees accordingly, by an amount no greater than the increase in EveryDay Labs’s costs associated with the increased postage rate. Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on EveryDay Labs’s net income). All Fees paid are non-refundable and are not subject to set-off.
- 5. WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.
- 6. OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, EveryDay Labs alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by EveryDay Labs, and (ii) the Nudges other than information specific to the District. District grants to EveryDay Labs a non-exclusive, royalty-free right and license to (directly or through EveryDay Labs Persons) use and otherwise exploit the District’s names, marks, logos and other identifiers (“Logos”) during the Term in accordance with District’s reasonable trademark usage guidelines for EveryDay Labs to perform the Services hereunder, including without limitation using the Logos with Mail Nudges. District may use the EveryDay Labs’s Logos, in accordance with

EveryDay Labs's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (iii) EveryDay Labs may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not be unreasonably withheld.

7. **CONFIDENTIALITY.** EveryDay Labs will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than EveryDay Labs Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case EveryDay Labs shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of EveryDay Labs before receipt from District; (b) is or becomes publicly available through no fault of EveryDay Labs; (c) is received by EveryDay Labs, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to EveryDay Labs; or (d) is independently developed by EveryDay Labs without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are EveryDay Labs's confidential information, each party may disclose the relationship and the existence of this Agreement.

EveryDay Labs shall, to the extent of its liabilities under the laws of the State of California, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$2,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from EveryDay Labs's or an EveryDay Labs Person's breach of the Student Record confidentiality requirements contained herein, provided EveryDay Labs is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; EveryDay Labs will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of EveryDay Labs's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND EVERYDAY LABS' PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF EVERYDAY LABS IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND EVERYDAY LABS (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if

such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor. Either Party may terminate this agreement without cause by giving the other Party thirty (30) days written notice. In the event of early termination by the District, Every Day Labs will be paid for work performed prior to the date of termination.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Within sixty (60) days of termination or expiration of this Agreement, EveryDay Labs will destroy all District Student Records in its possession.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO EVERYDAY LABS HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
11. **INSURANCE.** EveryDay Labs shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. This will include General liability, \$2M per occurrence, Professional liability, \$2M per claim and in the aggregate, and Cyber liability, \$2M per claim. EveryDay Labs shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of California, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.
12. **PIGGYBACK/RIDER.** EveryDay Labs agrees to allow district and other public agencies and school districts in the U.S. to purchase additional services, at the same terms and conditions that apply to this contract. Districts and agencies may order additional services in quantities and amounts. Any liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.
13. **MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of California, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of California. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of

the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and EveryDay Labs, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to EveryDay Labs, as follows:

EveryDay Labs Inc.  
303 Twin Dolphin Drive, Suite 600  
Redwood City, CA 94065  
Attn: Contracts  
Email: contracts@everydaylabs.com


or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

**IN WITNESS WHEREOF**, District and EveryDay Labs have executed this Agreement as of the Effective Date.

**DISTRICT**

Signature: \_\_\_\_\_  
Name: Janea Marking  
Title: Chief Business Officer  
Date: \_\_\_\_\_

**EVERYDAY LABS INC.**

Signature:   
Name: Emily Bailard  
Title: Chief Executive Officer  
Date: 11/8/2023

## ATTACHMENT A DATA TRANSFER STANDARDS

District will provide EveryDay Labs with access to data as specified in the “**EveryDay Labs Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process. Data will be transferred to EveryDay Labs daily. A summary of key steps are as follows:

- **Data Fields:** District will provide EveryDay Labs with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the “EveryDay Labs Data Specifications and Transfer Standards”.
  - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information including phone and email\*, demographic information, home language, exclusion flag
  - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
  - **Exclusion List (Optional):** Used if student-level exclusions cannot be provided in the Roster File. One row per student. Sample fields: student ID, student name
  - **Parent/Guardian Contacts:** One row per contact. Sample fields: guardian name, phone number
  - **School Site Information:** One row per school. Sample fields: school name, school id, school phone number
  - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Executing the Data Transfers:** EveryDay Labs will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files on a daily basis. Additional details can be found in “EveryDay Labs Data Specification and Transfer Standards.”

Please note that these data specifications and transfer standards are subject to change.

\*As part of the program of intervention, EveryDay Labs may send a text message (Text Nudge) to any guardians whose phone number has been provided. The first message will provide the recipient with the opportunity to opt-out of receiving further messages. If the district is not authorized to send text messages to specific guardians, follow the instructions in the EveryDay Labs Data Specification and Transfer Standards to exclude them from text outreach. Note: digital communication will only be sent to parents and guardians; no digital communication is sent directly to students.



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone: 800-527-7510 Fax: 800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep

Rob Alberghini Email:ralberghini@bsnsports.com | Phone:916-216-3376

**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
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**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11527929
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD CKM Athletic Equipm
Order Date:	04/11/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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Order Summary	
Cart #:	11527929
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD CKM Athletic Equipm
Order Date:	04/11/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11527929
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD CKM Athletic Equipm
<b>Order Date:</b>	04/11/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101





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Rob Alberghini Email:ralberghini@bsnsports.com | Phone:916-216-3376

**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1413521**  
**West Campus High School**  
 Coach Parsh  
 5022 58TH ST  
 SACRAMENTO CA 95820-5610  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543789
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD WCHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
2			
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500	4 EA	\$ 1,103.99	\$ 4,415.96
4			



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Order Summary	
Cart #:	11543789
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD WCHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA - 96	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A - 2	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$198,903.04
Other:	\$0.00
Freight:	\$22,852.01
Sales Tax:	\$17,404.02
Order Total:	\$239,159.07

Contract# R201101



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Order Summary	
<b>Cart #:</b>	11543789
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD WCHS Athletic Equip
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description

Qty Unit Price Total

Payment/Credit Applied: \$0.00

**Order Total: \$239,159.07**



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**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1587939**  
**ROSEMONT HIGH SCHOOL**  
 Coach Parsh  
 9594 KIEFER BLVD  
 SACRAMENTO CA 95827-3817  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543844
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD RHS Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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## Order Summary

**Cart #:** 11543844  
**Purchase Order #:** SCUSD Athletic Equipment  
**Cart Name:** SCUSD RHS Athletic Equipm  
**Order Date:** 04/16/2024  
**Estimated Delivery:** 08/05/2024  
**Payment Terms:** NT30  
**Ship Via:**  
**Ordered By:** Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11543844
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD RHS Athletic Equipm
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$17,569.67
Order Total:	\$270,053.18
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$270,053.18</b>

Contract# R201101



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**Sold to**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1413523**  
**HIRAM W JOHNSON HIGH SCHOOL**  
 Coach Parsh  
 6879 14TH AVE  
 SACRAMENTO CA 95820-3431  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543812
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD HJ Athletic Equipme
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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Order Summary	
Cart #:	11543812
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD HJ Athletic Equipme
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99





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Order Summary	
<b>Cart #:</b>	11543812
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD HJ Athletic Equipme
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



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**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1059818**  
**JOHN F KENNEDY HIGH SCH**  
 Coach Parsh  
 6715 GLORIA DR  
 SACRAMENTO CA 95831-2008  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543829
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD JFK Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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Order Summary	
Cart #:	11543829
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD JFK Athletic Equipm
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 4	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA 96	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A 2	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11543829
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD JFK Athletic Equipm
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



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**1729627**  
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 SACRAMENTO CA 95827  
 USA

**Ship To**  
**1633383**  
**LUTHER BURBANK HIGH SCHOOL**  
 Coach Parsh  
 3500 FLORIN ROAD  
 SACRAMENTO CA 95823  
 USA

**Payer**  
**1729627**  
**Sacramento City Unified School**  
 9594 Kiefer Blvd  
 SACRAMENTO CA 95827  
 USA

Order Summary	
Cart #:	11543836
Purchase Order #:	SCUSD Athletic Equipment
Cart Name:	SCUSD LBHS Athletic Equip
Order Date:	04/16/2024
Estimated Delivery:	08/05/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SPORTS COOL POWERED TEAM DRINKER</b> Item # - 1240412	1 EA	\$ 1,393.99	\$ 1,393.99
<b>BULLDOG ELITE PITCHING MACHINE-BB</b> Item # - BULLELITEBB	1 EA	\$ 0.00	\$ 0.00
<b>BULLDOG ELITE PITCHING MACHINE-SB</b> Item # - BULLELITESB	1 EA	\$ 0.00	\$ 0.00
<b>Hot Shot Basketball Shooting Machine</b> Item # - 1399645	1 EA	\$ 10,119.99	\$ 10,119.99
<b>M-SERIES 3 MAN - ROYAL PRO PAD</b> Item # - 1378633	1 EA	\$ 3,197.99	\$ 3,197.99
<b>M-SERIES 5 MAN - ROYAL PRO PAD</b> Item # - 1378635	1 EA	\$ 5,247.99	\$ 5,247.99
<b>12 Arm Powerblaster w/Powerline Sled</b> Item # - NSPHG0119686	1 EA	\$ 5,514.00	\$ 5,514.00
<b>PORTAPHONE TD907HDS SINGLE CHANNEL</b> Item # - 1460244	1 SET	\$ 3,542.00	\$ 3,542.00
<b>HI RISE CAMERA - SKY250ET "BASE" SYSTEM</b> Item # - 1461558	1 EA	\$ 2,999.99	\$ 2,999.99
<b>Custom Standard Tunnel 15'Long</b> Item # - NSPHG0119864	1 EA	\$ 7,299.99	\$ 7,299.99
<b>1withGolf Custom Team Golf Bag</b> Item # - 1457175	16 EA	\$ 211.59	\$ 3,385.44
<b>SKLZ TEMPO &amp; GRIP TRAINER</b> Item # - 1461094	2 EA	\$ 36.79	\$ 73.58
<b>Alignment Stix</b> Item # - 1457182	8 EA	\$ 19.99	\$ 159.92
<b>BSN Digital Scorer's Table 8' 9" - 4 St</b> Item # - 1390142	1 EA	\$ 17,499.99	\$ 17,499.99
<b>3" Classic Alumagoal 8' X 24' WHITE</b> Item # - SGA300	2 PR	\$ 4,099.99	\$ 8,199.98
<b>TRANSPORT WHEELS (SET OF 2)</b> Item # - SCGWHLXX	4 SET	\$ 245.99	\$ 983.96
<b>Red-MVP IV TEAM SHELTER 17'X6'6"X5'</b> Item # - 1393344	2 EA	\$ 4,999.99	\$ 9,999.98
<b>HIGH JUMP PIT 8' X 16.5' X 28"</b> Item # - GP0816X28	1 EA	\$ 7,359.99	\$ 7,359.99
<b>8'X16'6"X28" WEATHER COVER</b> Item # - GWC0816HDS	1 EA	\$ 735.99	\$ 735.99
<b>COMPETITION HIGH JUMP STANDARD</b> Item # - 1378658	1 PR	\$ 475.59	\$ 475.59
<b>HJ-1500 ORANGE HIGH JUMP X-Bar (3PK)</b> Item # - AFHJ1503	1 SET	\$ 188.59	\$ 188.59
<b>SCH GEN X VAULT PIT 20 X 21 28"</b> Item # - GP2021X28	1 EA	\$ 17,479.99	\$ 17,479.99
<b>Base Prot Pads Centerset 28"</b> Item # - STPADCTR28	1 PR	\$ 2,667.99	\$ 2,667.99



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## Order Summary

**Cart #:** 11543836  
**Purchase Order #:** SCUSD Athletic Equipment  
**Cart Name:** SCUSD LBHS Athletic Equip  
**Order Date:** 04/16/2024  
**Estimated Delivery:** 08/05/2024  
**Payment Terms:** NT30  
**Ship Via:**  
**Ordered By:** Coach Parsh

Item Description	Qty	Unit Price	Total
<b>SCH GEN X WEATHER COVER 28"</b> Item # - GWC2021X28	1 EA	\$ 1,931.99	\$ 1,931.99
<b>COMPETITION POLE VAULT STANDARDS</b> Item # - 1378660	1 PR	\$ 1,311.99	\$ 1,311.99
<b>Pole Vault Box Collar System</b> Item # - 1388862	1 EA	\$ 689.99	\$ 689.99
<b>PV-1500 ORANGE XBAR PV</b> Item # - AFPV1500	3 EA	\$ 73.79	\$ 221.37
<b>160 LB-PACERFX VAULTING POLE 16'5</b> Item # - GA7500 -	4 EA	\$ 1,103.99	\$ 4,415.96
<b>ELITE II STARTING BLOCK</b> Item # - ASB3000	8 EA	\$ 163.99	\$ 1,311.92
<b>STARTING BLOCK CART</b> Item # - 20010511	1 EA	\$ 450.99	\$ 450.99
<b>Red/Graphics-Advantage L-Shaped Hurdle</b> Item # - GAAADVA -	96 EA	\$ 321.99	\$ 30,911.04
<b>Red w/ Graphics-Alum/Steel 3in System w/o Sleeves</b> Item # - PR4000A -	2 SET	\$ 4,399.99	\$ 8,799.98
<b>BSN Hammock VB Cart</b> Item # - 1454525	2 EA	\$ 221.39	\$ 442.78
<b>POWER VOLLEYBALL CART</b> Item # - 1197372	2 EA	\$ 737.99	\$ 1,475.98
<b>VB NET SLEEVE W/ CUSTGRPHS</b> Item # - PRNETSLVE0032	2 EA	\$ 643.99	\$ 1,287.98
<b>MULTI PURPOSE BENCH</b> Item # - 601102	8 EA	\$ 385.39	\$ 3,083.12
<b>300# RUBBER COATED GRIP PLATE SET</b> Item # - 1256574	12 SET	\$ 0.00	\$ 0.00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,229.99	\$ 2,459.98
<b>4 Sided Vertical Dumbbell Rack</b> Item # - 1137574	1 EA	\$ 352.59	\$ 352.59
<b>Trap/Hip Hex Bar</b> Item # - 1455250	4 EA	\$ 327.99	\$ 1,311.96
<b>3/8" INTERLOCK TILE-CENTER 24"X24" BLACK</b> Item # - 1469726	150 EA	\$ 19.98	\$ 2,997.00
<b>WF 6X8 SA SOLID RUBBER PLATT PLAT-SARUB</b> Item # - 1463600	8 EA	\$ 1,200.00	\$ 9,600.00
<b>Olympic Rubber Plate Black 10LB</b> Item # - 1459642	8 EA	\$ 36.89	\$ 295.12
<b>Olympic Rubber Plate Black 15LB</b> Item # - 1459643	8 EA	\$ 45.91	\$ 367.28
<b>Olympic Rubber Plate Black 25LB</b> Item # - 1459644	8 EA	\$ 73.79	\$ 590.32
<b>Olympic Rubber Plate Black 35LB</b> Item # - 1459645	8 EA	\$ 90.19	\$ 721.52
<b>Olympic Rubber Plate Black 45LB</b> Item # - 1459646	8 EA	\$ 114.79	\$ 918.32
<b>10'x20' Digitally Print Tent w/Roller Bg</b> Item # - VIPPT20R	1 EA	\$ 2,625.00	\$ 2,625.00
<b>Classic Wrestling Mats</b> Item # - NSPHG0120090	1 EA	\$ 19,499.99	\$ 19,499.99



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Order Summary	
<b>Cart #:</b>	11543836
<b>Purchase Order #:</b>	SCUSD Athletic Equipment
<b>Cart Name:</b>	SCUSD LBHS Athletic Equip
<b>Order Date:</b>	04/16/2024
<b>Estimated Delivery:</b>	08/05/2024
<b>Payment Terms:</b>	NT30
<b>Ship Via:</b>	
<b>Ordered By:</b>	Coach Parsh

Item Description	Qty	Unit Price	Total
<b>Resi-Wheelers and Mat Transporters</b> Item # - NSPHG0120093	2 EA	\$ 299.99	\$ 599.98
<b>WF - Varsity Half-Rack</b> Item # - 1378741	8 EA	\$ 2,437.99	\$ 19,503.92

Subtotal:	\$226,705.00
Other:	\$0.00
Freight:	\$25,778.51
Sales Tax:	\$19,836.70
Order Total:	\$272,320.21
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$272,320.21</b>

Contract# R201101



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** May 2, 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 2, 2024
2. Classified Personnel Transactions Dated May 2, 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 5/2/2024**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
SARAVIA	RUTH	B	Counselor, High School	LUTHER BURBANK HIGH SCHOOL	3/18/2024	6/30/2024	EMPLOY PROB 3/18/24
<b>LEAVES</b>							
ALVARADO	LISSA	A	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	5/11/2024	6/30/2024	LOA (PD) FMLA/CFRA 5/11-7/21/24
BARLOW	CAITLIN	B	Teacher, Resource, Special Ed.	PONY EXPRESS ELEMENTARY SCHOOL	4/9/2024	6/14/2024	LOA EXT (PD) 4/9-6/14/24
CRAFT	SARAH	0	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	4/4/2024	4/17/2024	LOA (PD) 4/4-4/17/24
CRUZ	JORJE	B	Assistant Principal, K-8 Sch	JOHN H. STILL - K-8	4/24/2024	5/24/2024	LOA (PD) FMLA/CFRA 4/24-5/24/24
DEEM	ARIELLE	B	Teacher, Traveling Music	ROSA PARKS MIDDLE SCHOOL	4/12/2024	4/22/2024	LOA EXT (PD) 4/12-4/22/24
DEPAGE	ANTHONY	B	Teacher, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	4/12/2024	6/30/2024	LOA (PD) ADMIN 4/12/24
GARCIA	MARTHA	C	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	2/15/2024	5/3/2024	LOA (PD) 2/15-5/3/24
HAUCK	TIENE	B	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	4/19/2024	6/30/2024	LOA (PD) 4/19-6/30/24
HOWARD	NICOLE	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	4/13/2024	6/30/2024	LOA RTN (PD) 4/13/24
LAGPACAN	ROSANNE	A	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	4/22/2024	6/14/2024	LOA (UNPD) 4/22-6/14/24
LEE	YVETTE	B	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	4/15/2024	6/30/2024	LOA RTN (PD) FMLA/CFRA 4/15/24
MAGREEVY	PHILIP	0	Teacher, ROTC	C. K. McCLATCHY HIGH SCHOOL	3/27/2024	5/31/2024	LOA (PD) 3/27-5/31/24
MURPHY	JULIA	A	Teacher, High School	ENGINEERING AND SCIENCES HS	4/10/2024	6/19/2024	LOA (PD) FMAL/CFRA 4/10-6/19/24
NGUYEN	BRUCE	A	Counselor, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	4/8/2024	6/17/2024	LOA (PD) FMLA/CFRA 4/8-6/17/24
RICHARDS	ERIC	A	Teacher, Spec Ed	HEALTH PROFESSIONS HIGH SCHOOL	4/2/2024	6/14/2024	LOA (PD) FMLA/CFRA 4/2-6/14/24
SEGURA	DAIANA	C	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	3/4/2024	6/15/2024	LOA (PD) 3/4-6/15/24
YANG-PHANH	AMY	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	7/1/2024	6/30/2025	RTN LOA (PD) 7/1/24
SALDANA	KRISTIN	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	11/27/2023	5/24/2024	LOA (PD) FMLA/CFRA 11/27/23-5/24/24
<b>RE-ASSIGN/STATUS CHANGE</b>							
ALBROOK	JENNIFER	B	Teacher, Resource, Special Ed.	A. M. WINN - K-8	10/9/2023 0:00	4/14/2024	STCHG 4/14/24
SPERRY	SHANNA	C	Teacher, Spec Ed	CALIFORNIA MIDDLE SCHOOL	3/4/2024	6/30/2024	REA 3/4/24
<b>SEPARATE / RESIGN / RETIRE</b>							
ALLEN	ROBERT	A	Teacher, Elementary Spec Subj	SUTTERVILLE ELEMENTARY SCHOOL	10/16/2023	6/13/2024	SEP/RETIRE 6/13/24
ANDREW	JONATHAN	A	Teacher, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 06/14/2024
BONE	JODY	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	7/1/2023	6/30/2024	SEP/RETIRE 6/30/24
BOUBION	NATALIE	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/24/2023	6/30/2024	SEP/RESIGN 6/30/24
CALDWELL	JULIE	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
COOPERMAN	JODY	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
DAVIS	MARK	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
DEEM	ARIELLE	B	Teacher, Traveling Music	ROSA PARKS MIDDLE SCHOOL	4/12/2024	4/22/2024	SEP/39MO RR 4/22/24
EKSTROM	MAYA	B	Teacher, High School	ROSEMONT HIGH SCHOOL	8/24/2023	6/14/2024	SEP/RESIGN 6/14/24
GRECO	DANIEL	B	School Nurse	HEALTH SERVICES	7/1/2023	6/13/2024	SEP/RESIGN 6/13/24
HEIDEMAN	JOSEPH	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
KARLOVICH	VICKI	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
KING	JAMES		Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/20/2023	6/30/2024	SEP/RESIGN 6/30/24
MANANSALA-SMITH	NYAH	B	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	8/24/2023	6/14/2024	SEP/RESIGN 6/14/24
MARCHESANI	ANDREW	C	Teacher, High School	ROSEMONT HIGH SCHOOL	7/1/2023	6/14/2024	SEP/RESIGN 6/14/24
MATSUMOTO	LORENE	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	4/27/2024	6/14/2024	SEP/RETIRE 6/14/24
MOJICA	BELEN	A	School Nurse	HEALTH SERVICES	7/1/2023	6/14/2024	SEP/ RETIRE 6/14/24
MORENO	BELEN	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	6/14/2024	SEP/RESIGN 6/14/2024
PROAPS	LINDA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2023	6/30/2024	SEP/RETIRE 6/30/24
WEVER-GLEN	ADAM	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/24/2023	6/14/2024	SEP/RESIGN 6/14/24

**Attachment 2: CLASSIFIED 5/2/2024**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
ARCINIEGA	MARIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/17/2024	6/30/2024	EMPLOY PROB 4/17/24
BAEZ	ALEXIS	B	Instructional Aide	ROSA PARKS MIDDLE SCHOOL	4/2/2024	6/30/2024	EMPLOY PROB 4/2/24
BAEZ	ALEXIS	J	Inst Aid, Spec Ed	ROSA PARKS MIDDLE SCHOOL	4/2/2024	6/13/2024	EMPLOY 4/2 - 6/13/24
GOMEZ	MARINA	B	Customer Service Specialist	HUMAN RESOURCE SERVICES	3/12/2024	6/30/2024	EMPLOY PROB 3/12/24
GOODWIN	SALLY	J	Instructional Aide	ALICE BIRNEY WALDORF - K-8	4/10/2024	6/13/2024	EMPLOY 4/10-6/13/24
GROSS	JULIA	B	Inst Aid, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	3/5/2024	6/30/2024	EMPLOY PROB 3/5-6/30/24
JIMENEZ	STEVEN	B	Electrician	FACILITIES MAINTENANCE	4/9/2024	6/30/2024	EMPLOY PROB 4/9/24
KIRBY	CHRISTINA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/10/2024	6/30/2024	EMPLOY PROB 4/10/24
LINDSEY	DONAVAN	B	Inst Aid, Spec Ed	ABRAHAM LINCOLN ELEMENTARY	4/15/2024	6/30/2024	EMPLOY PROB 4/15/24
SALAS PINAL	ULISES	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/22/2024	6/30/2024	EMPLOY PROB. 4/22/24
SHAHZADI	IRAM	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	4/17/2024	6/30/2024	EMPLOY PROB. 4/17/24
TUITAMA	FAIFUAINA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/10/2024	6/30/2024	REEMPLOY PROB. 4/10/24
WADEN	MICHELLE	B	Inst Aid, Spec Ed	HEALTH PROFESSIONS HIGH SCHOOL	4/10/2024	6/30/2024	EMPLOY PROB 4/10/2024
<b>LEAVES</b>							
BROWN	AUTUMN	A	Child Welfare & Attn Liaison	STUDENT ATTEND & ENGAGE OFFICE	5/14/2024	6/30/2024	LOA EXT (PD) 5/14/24-6/30/24
CHAMBERS	SEAN	A	Coord I Learning Support Svcs	FERN BACON MIDDLE SCHOOL	4/20/2024	6/30/2024	LOA (UNPD) 4/20-5/1/25
DALTON	BRANDI	A	Noon Duty	PARKWAY ELEMENTARY SCHOOL	4/4/2024	6/30/2024	LOA (PD) 4/4/24
DIXSON	ELESIA	B	Manager, Nutrition Program	NUTRITION SERVICES DEPARTMENT	4/1/2024	5/10/2024	LOA EXT (PD) 4/1/24-5/10/24
GLUCKMAN	ELIZABETH	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	3/2/2024	6/1/2024	LOA EXT (PD) HE 3/2-6/1/24
HARRIS	MONICA	A	Instructional Aide (TK)	JOHN BIDWELL ELEMENTARY	4/10/2024	6/30/2024	LOA RTN (PD) ADMIN/TR 4/10/24
HOOD	KELLY	B	Director II, Const Services	CONSTITUENT SERVICES	4/4/2024	4/7/2024	LOA EXT (PD) FMLA/CFRA 4/4-7/24
HOOD	KELLY	B	Director II, Const Services	CONSTITUENT SERVICES	4/8/2024	6/30/2024	LOA RTN (PD) FMLA/CFRA 4/8/24
MORALES	OMAR	A	School Plant Ops Mngr I	MARK TWAIN ELEMENTARY SCHOOL	4/22/2024	5/31/2024	LOA (PD) FMLA/CFRA 4/22-5/31/24
MORRIS	CARLOS	B	Locksmith	FACILITIES MAINTENANCE	4/10/2024	6/30/2024	LOA RTN (PD) FMLA 4/10/24
PEREZ	STEVEN	A	Campus Monitor	ROSA PARKS MIDDLE SCHOOL	3/18/2024	6/19/2024	LOA (PD) 3/18-6/19/24
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	4/1/2024	4/30/2024	LOA EXT (PD) 4/1-4/30/24
<b>RE-ASSIGN/STATUS CHANGE</b>							
GUTIERREZ	EDUARDO	B	School Plant Ops Mngr I	O. W. ERLEWINE ELEMENTARY	2/20/2024	5/31/2024	REA/STCH 2/20/24
MORA	TAMI	A	Employee Relations Analyst	HUMAN RESOURCE SERVICES	12/20/2023	6/30/2024	REA/STCHG 12/20/23
MORENO	TORRIE	A	Budget Analyst	BUSINESS SERVICES	4/15/2024	5/31/2024	REASSIGN/STCHG 4/15/24
MUTCHLER	ROBYN	A	Administrative Asst-CAMS	FACILITIES SUPPORT SERVICES	4/8/2024	6/30/2024	REA/STCHG 4/8/24
<b>SEPARATE / RESIGN / RETIRE</b>							
ARCURI	LINDA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	2/1/2024	5/9/2024	SEP/39MO RR 5/9/24
CARRUTHERS	IRENE	A	Multi Site Supervisor	NUTRITION SERVICES DEPARTMENT	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
CLARK	MEMPHIS	A	Health Aide, Spec Ed	HEALTH SERVICES	7/1/2023	6/28/2024	SEP/RETIRE 6/28/24
DEOLLAS	JULIA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	2/1/2024	6/8/2024	SEP/39MO RR 6/8/24
EUWING	JAMES	A	Custodian	WEST CAMPUS	7/1/2023	4/5/2024	SEP/39MO RR 4/5/24
FAIRBANKS	TIMOTHY	A	Security Officer	SECURITY SERVICES	1/12/2024	4/1/2024	SEP/39MO RR 4/1/24
FLURY	MIKHAEL	B	Campus Monitor	FERN BACON MIDDLE SCHOOL	10/6/2023	4/12/2024	SEP/RESIGN 04/12/2024
HALEEM	JOANNE	R	Instructional Aide	PONY EXPRESS ELEMENTARY SCHOOL	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
HALL	MICHAEL	A	Facilities Maint Laborer I	FACILITIES MAINTENANCE	7/1/2023	6/28/2024	SEP /RETIRE 6/28/24
HWANG	ANN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	2/29/2024	SEP/RETIRE 2/29/24
JOHNSON	GIKKEA	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	1/8/2024	4/10/2024	SEP/TERM 4/10/24
KANE	VIRGINIA	A	Library Media Tech Asst	DAVID LUBIN ELEMENTARY SCHOOL	7/1/2023	6/13/2024	SEP/RETIRE 6/13/24
LIEMTHONGSAMOUT	LA	B	Manager II, Accounting Serv	ACCOUNTING SERVICES DEPARTMENT	11/20/2023	4/16/2024	SEP/TERM 4/16/24
OLVERA	STEPHANIE	A	Tech Support Spec I	TECHNOLOGY SERVICES	11/13/2023	4/15/2024	SEP/RESIGN 4/15/24
ORTIZ	ARTEMIO	A	School Plant Ops Mngr I	ETHEL PHILLIPS ELEMENTARY	7/1/2023	6/14/2024	SEP/RETIRE 6/14/24
PEREZ	AMANDA	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	7/1/2023	4/15/2024	SEP/RETIRE 4/15/24
STRATTON	RONALD	A	School Plant Ops Mngr I	GOLDEN EMPIRE ELEMENTARY	7/1/2023	6/28/2024	SEP/RETIRE 6/28/24
VAN AIRSDALE	CONNIE	A	Fiscal Services Tech I	EMPLOYEE COMPENSATION	4/1/2024	4/30/2024	SEP/RETIRE 4/30/24
VANG	SENG	A	Custodian	ETHEL I. BAKER ELEMENTARY	8/28/2023	6/17/2024	SEP/RETIRE 6/17/24





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** May 2, 2024

**Subject:** Approve Release of Measure H Citizens' Bond Oversight Committee Members Due to Lack of Attendance

- 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:** The Superintendent is recommending the Board accept staff recommendations to release Measure H Citizens' Bond Oversight Committee members that have not attended the last three consecutive public meetings, per Committee Bylaws.

**Background/Rationale:** As required by the voter's passage of Measure H in March 2020, the District was required to create and host a Citizens' Bond Oversight Committee (CBOC). The CBOC bylaws stipulate that members be released if they have not attended three consecutive meetings. The following members have not attended the last three meetings: Amber Verdugo, Charlotte Yates, Kae Saephanh, Andrea McPhee. Staff has made contact with these members and they have indicated their intentions to not continue with this committee assignment. The release of members ensures the committee will more easily be able to meet quorum as required by the Brown Act.

**Financial Considerations:** None

**LCAP Goal(s):** Operations Excellence

**Documents Attached:**

None

**Estimated Time of Presentation:** NA

**Submitted by:** Chris Ralston, Assistant Superintendent, Facilities Support Services

**Approved by:** Janea Marking, Chief Business and Operations Officer  
Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

**Meeting Date:** May 2, 2024

**Subject:** Approve Miwok Middle field trip to Boston, MA May 24-29, 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 Miwok Middle field trip to Boston, MA May 24-29, 2024

**Background/Rationale:** On May 24, 135 students, 3 teachers, and 19 chaperones will travel via commercial airline to Boston, MA for a culmination of US History study.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by parents and guardians.

**LCAP Goal(s):** College preparedness, increasing communication and critical thinking skills.

**Documents Attached:**

1. Out-of-state field trip documents

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Mary Hardin Young, Interim Deputy Superintendent Jerad Hyden, Assistant Superintendent</p> <p><b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
--

Sacramento City Unified School District  
**FIELD TRIP REQUEST FORM**  
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student field trip. See below reference distribution section for details concerning each type of trip.

School Name: Miwok Middle School

Date February 12, 2024

Teacher's Name: Jody Cooperman Room #: 301 Telephone #: 916-395-5370 Fax #: 916-264-3436

Field Trip Destination: Boston, Massachusetts

Local-50 mile radius (bus/walking)  Local-50 mile radius (driver led trips)  Out-of-Town (Beyond 50 mile radius) (forward directly to Field Trip Office)

Overnight  Out-of-State/Country  Involving Swimming or Wading  Unusual Activities

Route: Plane flight from San Francisco International Airport to Logan Airport. Return trip: Logan Airport to SMF

Educational nature of field trip/excursion: This is a culmination of our year of study in American history.

Depart Date: May 24, 2024 Time: 5:10 a.m. Return Date: May 29, 2024 Time: 9:30 p.m.

TRANSPORTATION will be provided by:  Walking  School Bus - contact Transportation Field Trip Office

Charter Bus Company (certified):  Yes  No - Check with Field Trip Office

Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver, must have fingerprint clearance (check with Human Resources for fingerprint clearances)

Public Transportation  Train  Commercial Airline  Other: \_\_\_\_\_

Funding Source: Parent-funded

Financial Assistance Available?  Yes  No

Number of students participating: 135

Adult Chaperones/Drivers: Use additional forms if more than 4 names: Driver

1) See attached  yes  no 2) \_\_\_\_\_  yes  no  
 3) \_\_\_\_\_  yes  no 4) \_\_\_\_\_  yes  no

Teachers and Staff Attending: Use additional forms if more than 4 names

1) Jody Cooperman  yes  no 2) Katie Miller  yes  no  
 3) Paula Turner  yes  no 4) Braunwyn Juhlin  yes  no

Principal Approval \_\_\_\_\_ Date 4/3/24 Risk

Management Approval (Unusual Activities) \_\_\_\_\_ Date 4/9/24 Instructional

Assistant Superintendent Approval \_\_\_\_\_ Date 4/8/24 Distribution: Refer to the Field Trip

Information Form RSK 106F for the forms and distribution required for each trip:

1. Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all documents at site and forward a copy to Instructional Assistant Superintendent for approval.
2. Local Trip: (50-mile radius: driver led) - Submit driver led trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
3. Local Trip: (wading, RT, Amtrak): Submit walking trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 2 weeks prior to trip.
4. Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
5. Overnight Trip: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip
6. Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
7. 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 Instructional Assistant Superintendent for approval 6 weeks prior to trip. This may require Special Event Liability Insurance
8. Out-of-State/Country: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip, Instructional Assistant Superintendent will place field trip item on Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board of Education.
9. Approved forms will be returned by Instructional Assistant Superintendent. Maintain a copy of all forms at site for 2 years
10. 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: **Miwok Middle School**

Date: Completed: 2/12/24

Teacher's Name: **Jody B. Cooperman** Room # 301 Telephone # 916-204-3226 (cell)

Field Trip Destination: **Boston, Massachusetts**

**Reason for travel: This field trip is a culmination of our study in U.S. History. We will be visiting sites that directly correlate to our study: Bunker Hill, Lexington and Concord, the USS Constitution, the Black Heritage Trail, the Freedom Trail and Salem.**

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: **Itinerary attached**

Signed  Teacher

**Approvals:**  
 4 / 3 / 24  
Principal Date

 4 / 11 / 24  
Risk Management Dept. Date  
Superintendent

 4 / 8 / 24  
Segment Administrator Date

 4 / 9 / 24  
Superintendent Date  
Risk Management

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Board Approval Date

## TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

<b>Request to Attend:</b> <input type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	<b>Purpose for Attending:</b> <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	<b>Instructions:</b> 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.  REQ # _____
--	---	--

School/Department Miwok Middle School Date 2/16/24

Date(s) of Event 5/24/24-5/29/24 Location Boston, Massachusetts

Event Title (attach brochure) Field Trip to Boston

Purpose\* Culmination of US History study

\*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? \_\_\_\_\_

How will this activity/event be used and shared? \_\_\_\_\_

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>
Jody Cooperman	Teacher	No		
Katie Pool	Teacher	No		
Paula Turner	Teacher	No		
Braunwyn Juhlin	Office Manager	No		
		No		

Additional Attendees Attached

**\*\*IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

<b>Approvals:</b> Principal/Department Head Signature & Print Name: <u><i>Cristin Tahara</i></u> <u>CRISTIN TAHARA</u> Date: <u>4/13/24</u> Cabinet Level or Designee Signature: <u><i>Therese Wuehler</i></u> Date: <u>4/19/24</u> Chief Business Officer Signature: <u><i>[Signature]</i></u> Date: <u>04/18/24</u> Superintendent or Designee Signature: <u><i>[Signature]</i></u> Date: <u>4.16.24</u>	District cost for all attendees (estimate) Registration Fee *** <u>0</u> Meals included? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/> Lodging <u>0</u> Transportation <u>0</u> Meals <u>0</u> Other _____ <b>TOTAL</b> <u>0</u>
--	---

Categorical Budget Code(s): NO COST to district \$ 0

General Fund/Unrestricted parent funded \$ 0

\*\*\*If any meals are included in the cost of registration, how many of each: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

**Prepayment Requested:** All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #	Dollar Amount
Registration Fee	0
Hotel	0
Airfare ****	0
Car Rental ****	0





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

**Meeting Date:** May 2, 2024

**Subject:** Approve CK McClatchy School Debate  
Tournament in Chicago, IL from May 24-26, 2024

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

**Division:** Deputy Superintendent

**Recommendation:** Approve MC McClatchy High School Debate  
Tournament in Chicago, IL from May 24-26, 2024

**Background/Rationale:** On February 2, two students, the debate coach, and one chaperones will travel by commercial airline to Chicago for 2 nights to participate at The National Catholic Forensics Championship Debate Tournament.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

**LCAP Goal(s):** College preparedness, increasing communication and critical thinking skills.

**Documents Attached:**

1. Out-of-state field trip documents

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

**Submitted by:** Mary Hardin Young, Interim Deputy Superintendent

Jerad Hyden Instructional Assistant Superintendent

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

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 CE McClatchy Date 4/11/24  
 Teacher's Name Jack Walsh Room # \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Field Trip Destination Chicago, IL

- 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) Fly from Sacramento to Chicago O'Hare airport, take Chicago Subway from O'Hare to Meador STOP  
 Educational nature of field trip/excursion Debate Tournament  
 Depart Date 5/24/24 Time 2:10 am Return Date 5/26/24 Time 11:00 am

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: Sacramento Urban Debate League

Number of students participating: 2 Funding Source \_\_\_\_\_ 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>Serena Jones</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) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
3) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
4) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
7) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
8) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	

Teachers and Staff Attending (Use a separate sheet if necessary)

	DRIVER			DRIVER	
1) <u>Jack Walsh</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 4/11/24  
 Segment IAS/Department Head Approval [Signature] Date 4/11/24  
 Risk Management Approval (if applicable) [Signature] Date 4/11/24

- Distribution: Refer to the Field Trip Information Form RSK-105E for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:
- Local Trip (walking): Submit walking trips to Principal for approval two weeks prior to trip.
  - Local Trip (school bus/charter bus/RT/Amtrak) (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
  - Local Trip (50-mile radius; driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
  - Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
  - Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
  - Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
  - Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
  - Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
  - Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
  - Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: \_\_\_\_\_  
 (Initials)

Sacramento City Unified School District  
**OUT-OF-STATE OR OUT-OF-COUNTRY  
TRAVEL REQUEST**

School Name: CK McClatchy \_\_\_\_\_ Date: 5/24/24 – 5/26/24  
Teacher's Name: Stephen Goldberg \_\_\_\_\_ Room # \_\_\_\_\_ Telephone #: 530-574-4157  
Field Trip Destination: Chicago, IL

Reason For Travel: National Catholic Forensics League National Championship debate tournament

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed *Jack Walsh*

Approvals: *[Signature]* \_\_\_\_\_ Date *4, 11, 24*

Principal \_\_\_\_\_ Date \_\_\_\_\_  
*[Signature]* \_\_\_\_\_ Date *4, 17, 24*

Risk Management Dept. \_\_\_\_\_ Date \_\_\_\_\_  
*[Signature]* \_\_\_\_\_ Date *4, 15, 24*

Segment Administrator \_\_\_\_\_ Date \_\_\_\_\_  
*[Signature]* \_\_\_\_\_ Date *4, 22, 24*

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:**  
 Conference/Workshop  
 Business Meeting

**Purpose for Attending:**  
 Professional Development  
 Continued Education Credits Earned

REQ # \_\_\_\_\_

School/Department CF McClellany Date 4/11/24

Date(s) of Event May 24-26, 2024 Location Chicago, IL

Event Title (attach brochure) National Catholic Forensics League Nationals

Purpose\* For students to participate in debate tournament. It gives students an opportunity to build their public speaking skills and network with other student groups

How does this travel align with the District's strategic plan? It prepares students for college and career readiness

How will this activity/event be used and shared? Students participating will share their experience with other students in the group.

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)*	No. of Days Required	Budget Code (for substitute)
		No		
		No		
		No		
		No		
		No		

Additional Attendees Attached

**\*\*IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

**Approvals:**  
 Principal/Department Head Signature & Print Name: [Signature] E. [Name] Date: 4/11/24  
 Cabinet Level or Designee Signature: [Signature] Date: 4/11/24  
 Chief Business Officer Signature: [Signature] Date: 4/22/24  
 Superintendent or Designee Signature: [Signature] Date: 4/22/24

District cost for all attendees (estimate):  
 Registration Fee \*\*\* 0  
 Meals included?  B  L  D  
 Lodging \_\_\_\_\_  
 Transportation \_\_\_\_\_  
 Meals \_\_\_\_\_  
 Other \_\_\_\_\_  
 TOTAL \_\_\_\_\_

Categorical Budget Code(s) NO COST to district - \$ \_\_\_\_\_  
 General Fund/Unrestricted PARMS Funded \$ \_\_\_\_\_

\*\*\*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# 12.1f

**Meeting Date:** May 2, 2024

**Subject:** Approve Minutes for the March 7, 2024 Regular Board of Education Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes for the March 7, 2024, Regular Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the March 7, 2024, Regular Board of Education Meeting

**Estimated Time of Presentation:** N/A  
**Submitted by:** Lisa Allen, Interim Superintendent  
**Approved by:** Lisa Allen, Interim Superintendent



# 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, March 7, 2024**

**4:30 p.m. Closed Session**

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

**Serna Center**

*Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824*

## MINUTES

**2023/24-19**

**1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

*The meeting was called to order at 4:33 p.m.*

*Members Present:*

- President Phillips*
- Member Singh*
- Member Rhodes*
- Member Kayatta*
- Member Jeane*
- Member Pritchett*
- Member Villa*

*Members Absent:*

*Student Board Member Segura*

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

*No public comment*

**3.0 CLOSED SESSION**

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

**3.1 Government Code 54956.9 - Conference with Legal Counsel:**

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (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 54957- Public Employee Appointment*
  - a) *Approve - Assistant Superintendent, Facility Support Services*
  - b) *Approve – Principal, Father Keith B. Kenny*
- 3.5 *Government Code Section 54957—Public Employee Employment (Positions: Superintendent, Deputy Superintendent)*
- 3.6 *Government Code Section 54957—Public Employee Performance Evaluation— Interim Superintendent, Interim Deputy Superintendent*

**4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance was led by Superintendent Allen*
- 4.2 *Broadcast Statement by Student Board Member Segura*
- 4.3 *Stellar Student introduced by Board Member Jasjit Singh*

**5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*There were 3 announcements that came out of closed session.*

*-The Board approved 2 settlement agreements each related to special education services by a vote of 6 to 0 with Member Jeane absent.*

*-The Board approved the appointment of Christopher Ralston as Assistant Superintendent for Facilities Support Services by a vote of 6 to 0 with Board Member Jeane absent.*

*-Previously, the Board interviewed Superintendent Search Firms, but did not approve a contract with any of the firms. While initially, the Board considered hiring a search firm to recruit outside candidates, the Board has also remained open to hiring within the organization. Interim Superintendent Allen has served in this role since July, managing effective labor negotiations and hiring a dynamic representative staff to support the Board. Given the good work of Interim Superintendent Allen and Deputy Superintendent Hardin Young, the Board is encouraged and confident that they have capacity to lead the District, and has directed Legal Counsel to discuss possible contract terms for the permanent positions of Superintendent and Deputy Superintendent. Any appointments or approval of contracts for Superintendent or Deputy Superintendent positions will take place at a future meeting.*

**6.0 AGENDA ADOPTION**

*The Board voted on the adoption of the agenda unanimously.*



## **7.0 PUBLIC COMMENT**

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

*Elia Bassin  
Wrenna Bassin  
James Barnes  
Zachary Weston  
Evelyn Morales  
Jake Ice  
Kayla Green  
Amber Stott  
Grace Fa'avesi*

## **8.0 COMMUNICATIONS**

### **8.1 Employee Organization Reports:**

- *SCTA-Nikki Milevsky urged the Board to accept and approve the agreement being brought forth this evening. With the approval taking place tonight, this is the first time in recent memory they will actually have an agreement in the same year that they were supposed to have the agreement made. This gives SCTA the time, momentum, and energy to move forward. There is a lot of work ahead of us to do together. We have to implement these agreements to bring more supports to our students, and reduce class sizes. The Community Schools Committee has met and has been working. The MTSS design team is meeting later this month, and is off to a great start. We need to put a lot of energy into the CDE waiver. Yesterday, they met with the CDE and the District team. Recruitment is off to a great start, with 75 new educators being offered conditional contracts. SCTA hopes that they can continue to work together to achieve the many things that they want to see happen at the District for our students.*
- *SEIU- No update*
- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

### **8.2 District Advisory Committees:**

- *Student Advisory Council- No update*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- No update*
- *Black/African American Advisory Board- Last night, B/AAAB approved seven new members. There will be a welcoming event for the new members at Serna. On the heels of the Black History Month resolution from last month, they hope to further partner with the District and include staff in their space to figure out how to best work together to get the remaining recommendations implemented wholeheartedly.*
- *Community Schools Advisory Committee- The committee is making progress. Last night, they came up with draft bylaws, so they will be finalizing and voting on that, so they're ready for the next meeting. On Tuesday, there are interviews for the Community Schools Training Specialist position. Hoping to move forward with the 18 school principals and site reps trained, so they can get going, and hopefully by the end of the year, hiring the Site Community Schools Training Specialist.*
- *Native American Parent Committee-The committee voiced their concern on the liability insurance, and asked the Board to find a solution to prevent them from not using their elders to carry on their traditions. The committee invited the Board and community to the mural unveiling at Miwok Middle School on Saturday, March 30<sup>th</sup> at 10am.*

## **9.0 SPECIAL PRESENTATION**

### **9.1 *Actualizing English Learner Reclassification: Success and Opportunities for Emergent Bilingual Students in SCUSD (Dr. Olga Simms)***

*Staff presented on multilingual literacy department outcomes, provided an overview of emergent bilingual students in SCUSD, shared criteria for reclassification, went over English learner academic performance data, case stories, and next steps.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Rhodes asked what should we be doing to better identify students who should be reclassified earlier.  
Member Rhodes is interested in seeing data broken down*

by school site and area. In regard to page 11, Member Rhodes wanted to know what are the academic supports to help interrupt the numbers and what is currently being done. Also, Member Rhodes wanted to know how staff is engaging with families. Member Rhodes asked how has it been building up our DELAC/ELAC on the ground floor. Member Pritchett shared that she liked the infographics, and asked if they are provided in different languages for parents. Member Pritchett shared that she was disturbed by the case study on slide 22, and wanted to know what we could be doing better.

Member Villa wanted to know when we look at the data and identify a student, how often are staff following up? Member Phillips wanted to know if there is any consideration for African American vernacular English being a language that can be utilized to increase progress for students.

Member Segura wanted to know, when it comes to gathering data, is it primarily by standardized testing? Member Segura shared that sometimes standardized tests don't directly reflect a student's ability within a classroom and performance, and wanted to know if there were any other processes in place for tracking active progress.

## **10.0 PUBLIC HEARING**

### **10.1 Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and SCTA (Janea Marking)**

Cancy McArn shared the key provisions of SCUSD and SCTA overall. Jessie Castillo shared the fiscal impact for the AB 1200.

*Public Comment:*  
No public comment

*Board Comment:*  
Member Kayatta shared that he wanted to celebrate what the team and labor partners have done. Member Kayatta thanked staff for transparency around the Omnibus provisions, which he knows a lot of people are asking about.

Member Villa made a motion with a second from Member Pritchett. The Board voted 6-0 with Member Jeane absent.

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

11.1 *Independent Audit Report for the Fiscal Year Ended June 30, 2023, Submitted by Crowe LLP (Janea Marking)*

*Jeff Jensen, a partner with Crowe LLP, shared the independent audit report to the Board.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Phillips wanted to know if there were any extenuating circumstances for the students who did not have their immunizations when they were enrolled.*

*Member Pritchett made a motion with a second from Member Singh. The Board voted 6-0 with Member Jeane absent.*

11.2 *2023-24 Second Interim Financial Report (Janea Marking)*

*Janea Marking shared the budget reporting cycle, revenues, expenditures, surplus/deficit and fund balance, multi-year projections, enrollment trend and other funds, and summary and certification.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Kayatta thanked Ms. Marking for her work as well as for her transparency and insight. Member Kayatta would like to make a motion that we approve the second interim financial report with a positive certification rather than a qualified certification.  
Member Villa shared that as Board members, they do not do the staff's work, and they should not be telling staff how to do their job. When staff brings the Board recommendations, she believes it is coming from true information that staff work so hard on every day.  
Member Singh thinks it is possible to be both. Member Singh shared that we have great staff, but they also have assets on the Board and appreciates Member Kayatta, who brings this amazing lens.  
Member Phillips asked what is a more solid time for a certification to actually matter, if we are talking about pushing a positive certification based on principle.  
Member Kayatta shared that what he is recommending is based on facts that he understands about our budget situation. This is not about the principle, which is important. Member Kayatta truly believes that the District*

*has a positive budget certification currently. Member Kayatta shared that the Board has information that they are allowed to consider on the Ed Code, that's not necessarily appropriate for staff to consider with their recommendation.*

*Member Pritchett is worried that we're looking at it as we're putting up a veil of people looking in, which worries her a bit. Member Pritchett asked Ms. Marking, when you wrote down a qualified certification, how come you didn't put positive certification instead?*

*Member Kayatta made a motion to approve the 2023-24 second interim financial report with a positive certification with a second from Member Singh.*

*The Board voted 3-3 with Member Phillips, Member Pritchett, and Member Villa voting no, and Member Jeane absent and Member Segura abstaining.*

*Member Villa made a motion to approve the 2023-24 second interim financial report with a qualified certification as intended, with a second from Member Pritchett. The Board voted 4-2 with Member Kayatta and Member Singh voting no, and Member Jeane absent and Member Segura abstaining.*

### **11.3 Early Learning and Care Update (Dr. E'leva Gibson)**

*Dr. E'leva Gibson presented on what early learning is, who do we serve, whole child assessment data, P-3 alignment efforts, and next steps.*

*Public Comment:  
Terrence Gladney*

*Board Comment:  
Member Pritchett thanked Dr. Gibson for her Presentation, and shared that she knows the importance of these programs.  
Member Segura thanked staff for the presentation.  
Member Singh shared that his first site visit was at Tahoe Elementary, and the Parent Participation Program is so important to him, because it was a lot of young parents and people learning how to interact with other parents, and learning how to parent. Member Singh shared that he really likes that we have multiple opportunities for parents, and this is about being able to talk about what we offer, and educating some of the early parents.*

## **12.0 COMMUNICATIONS**

12.1 *Superintendent's Report (Lisa Allen)-Interim Superintendent Allen congratulated the C.K. McClatchy girls' basketball team for their historic upset and incredible run in the CIF Nor Cal regional tournament. Interim Superintendent Allen thanked C.K. McClatchy for hosting the Sac City Unified All City Music Concert on Leap Day. On February 29<sup>th</sup>, SCUSD had their hiring event, and she thanked Dr. Tiffany Smith-Simmons and HR team for working to fill positions across the District. Interim Superintendent thanked the Communications Team for promoting the hiring event and working to get news coverage out that day. Last Friday, Interim Superintendent Allen attended the California School Public Relations Association Conference, where the Communications team was awarded two awards for their efforts to highlight new projects within the District. Also, Chief Communications Officer, Brian Heap, was awarded as a Rising Star.*

12.2 *President's Report (Lavinia Grace Phillips)-No report*

12.3 *Student Member Report (Liliana Miller Segura)-Member Segura shared that at the last meeting, Member Kayatta was able to attend and it was important to the students, who received a lot of great insight for their initiatives. Member Segura shared that they are really excited about other Board members attending their meetings.*

12.4 *Information Sharing by Board Members-Member Villa shared the upcoming Community Fair at Suy:u Elementary. Member Villa thanked Tahoe Park Elementary and Bowling Green for being invited to their Readathon. Member Singh shared the upcoming regional spelling bee taking place this Saturday at JFK. Member Kayatta shared a message for Dave Gordon stating that tonight people saw that the Board and staff have positive intentions for our District. Now, that we are certified with a qualified budget, there are steps we can take to exert some oversight over us. Member Kayatta asks to keep the politics out of this, and respect the work that we are doing to build one of the best Districts in the state, and right here in Sacramento. On the 16<sup>th</sup>, Member Kayatta attended No Child Eats Alone Day, which he was able to work with Supervisor Patrick Kennedy, and the school site to put together. Member Kayatta thanked Member Segura for the opportunity to attend the Student Advisory Council meeting, and shared that he learned a lot from meeting with the students. Member Kayatta was invited to Bowling Green and read to four classes for the Readathon. Tomorrow, Member Kayatta will be attending the School for Engineering and Sciences to see the students test wind turbines to see which one's the fastest and has the best functionality. Member Kayatta is looking forward to attending the Community Fair at Suy:u and the upcoming spelling bee at JFK. Member Rhodes is excited about the wrestling that will take place at the upcoming Community Fair, and encouraged the community to come out.*

### **13.0 CONSENT AGENDA**

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

13.1 Items Subject or Not Subject to Closed Session:

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

*13.1b Approve Personnel Transactions (Cancy McArn)*

*13.1c Approve Donations to the District (Janea Marking)*

*13.1d Approve Resolution No. 3389 Declaring Futility of Competitive Bidding for Procurement of Electronic Billboard and Transit Shelter Marketing from Clear Channel Outdoor and Authorize Purchase of Electronic Billboard and Transit Shelter Marketing from Clear Channel in the amount of \$152,826.56 (Janea Marking)*

*13.1e Approve Minutes for the January 18, 2024 Regular Board of Education Meeting (Lisa Allen)*

*13.1f Approve Minutes for the February 1, 2024 Regular Board of Education Meeting (Lisa Allen)*

*13.1g Approve Albert Einstein field trip to Washington DC and New York City from March 20-25, 2024 (Lisa Allen)*

*13.1h Approve John F. Kennedy field trip to New Orleans, LA April 4, 2024 (Lisa Allen)*

*13.1i Approve Miwok Middle field trip to Washington, D.C March 21, 2024 (Lisa Allen)*

*13.1j Approve Resolution No. 3390 Authorizing to Accept Termination of Leases and Quit Claim Deed for the Hiram Johnson High School Stadium Lighting / Bleachers / Concession Restroom Buildings Project (Janea Marking)*

*13.1k Approve Appointment of Board Member Tara Jeane to the California School Board Association (CSBA) Delegate Assembly (Board President Lavinia Grace Phillips)*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Pritchett made a motion with a second from Member Villa. The Board voted 6-0 with Member Jeane absent and a student preferential yes vote.*

#### **14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

*14.1 Sacramento County Annual Investment Policy of the Pooled Investment Fund – Calendar Year 2024 (Janea Marking)*

## **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *March 21, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ *April 4, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

## **16.0 ADJOURNMENT**

*The meeting adjourned at 9:38 p.m.*

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*Lisa Allen, Superintendent and Board Secretary*

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





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1g

**Meeting Date:** May 2, 2024

**Subject:** Approve Minutes for the March 21, 2024 Regular Board of Education Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes for the March 21, 2024, Regular Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the March 21, 2024, Regular Board of Education Meeting

**Estimated Time of Presentation:** N/A  
**Submitted by:** Lisa Allen, Interim Superintendent  
**Approved by:** Lisa Allen, Interim Superintendent



# 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, March 21, 2024**

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

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

**Serna Center**

*Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824*

## MINUTES

**2023/24-20**

*Allotted Time*

**1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

*The meeting was called to order at 5:09 p.m.*

*Members Present:*

- Member Rhodes*
- Member Singh*
- Member Phillips*
- Member Jeane*
- Member Villa*
- Member Kayatta*

*Members Absent:*

- Member Pritchett*
- Student Member Segura*

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

*No public comment*

**3.0 CLOSED SESSION**

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

**3.1 Government Code 54956.9 - Conference with Legal Counsel:**

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

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023120718 and OAH Case No. 2023120695)

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 54957.6(a) and (b) Negotiations/Conference with Labor Negotiator, Non-Represented Employee: Interim Superintendent (District Representative: Board President)

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

3.5 Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 23-24: Expulsion #4 2023-2024 (David Van Natten)

3.6 Government Code 54957- Public Employee Appointment  
a) Approve – Principal, Father Keith B. Kenny

#### **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

*The meeting was called back to order at 6:33 p.m.*

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Jamee Villa*

#### **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*There were 3 announcements that came out of closed session.*

- *The Board approved a special education settlement agreement identified as OAH Case No. 2023120718 by a vote of 6-0 with Member Pritchett absent.*
- *The Board approved an amendment to a settlement agreement regarding special education services by a vote of 6-0 with Member Pritchett absent.*
- *The Board approved the appointment of Kaylee Gomez B. Cervantez as Principal of Father Keith B. Kenny by a vote of 6-0 with Member Pritchett absent.*

#### **6.0 AGENDA ADOPTION**

*Member Villa made a motion with a second from Member Rhodes. The Board adopted the agenda by a vote of 6-0 with Member Pritchett absent.*

## 7.0 PUBLIC COMMENT

15 minutes

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

*Katy Robb  
Jeremy Till*

## 8.0 COMMUNICATIONS

### 8.1 Employee Organization Reports:

- *SCTA-Nikki Milevsky is happy to report that things have continued to progress in our District. On Tuesday, they held their first meeting on the joint SCUSD, SCTA, and MTSS Design Committee. At the last SCUSD school Board meeting, the Board unanimously approved their collective bargaining agreement. In the MOU agreement, it adds 16 instructional days to student calendars, with 8 in 2024-25 and 8 in 2025-26. This agreement creates a foundation for the District to apply for a waiver for the State Board of Education that will allow us to avoid the \$47 million dollar penalty, and enable those dollars to be spent where they are needed the most, which is in our classroom and for our students.*
- *SEIU- No update*
- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

### 8.2 District Advisory Committees:

- *Student Advisory Council- No update*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- On Monday, LCAP/PAC discussed the equity multiplier schools, how to best support the school sites, and how to leverage this unique opportunity to better establish processes at the school site. The committee is still short members. Mr. Gladney asked the Board to reach out to the individuals that represent them on the LCAP PAC to see if they need any support. If the Board has vacancies, Mr. Gladney would like the members to assist in*

*filling the gaps.*

- *Black/African American Advisory Board- The Board welcomed seven new members. The new members are being onboarded at a very high rate to make sure that as they move forward, they are not left behind. The credentials of the new members are extremely powerful, and they will be instrumental in allowing them to get their recommendation implemented as they were intended to be with relevance to today.*
- *Community Schools Advisory Committee- No update*
- *Native American Parent Committee- No update*

## **9.0 SPECIAL PRESENTATION**

### *9.1 Approve Resolution No. 3394: Recognition of Women's History Month, March 2024 (Board Member Tara Jeane)*

*Member Jeane shared highlights from Resolution No. 3394 and stated that she is proud that our District is always encouraging pathways for our young girls. Member Jeane shared that wherever decisions are made, women need to be. Member Jeane highlighted and uplifted the incredible women that lead and work within our District.*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Jeane made a motion to approve the resolution with a second from Member Villa. The Board voted 6-0 with Member Pritchett absent and a student preferential yes vote.*

### *9.2 Approve Resolution No. 3395: Recognition of Trans Day of Visibility (Board President Lavinia Phillips)*

*President Phillips read the resolution language for the recognition of Trans Day of Visibility aloud.*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Jeane made a motion to move with a second from Member Villa. The Board voted 6-0 with Member Pritchett absent and a student preferential yes vote.*

9.3 *Presentation on Information to Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty for Sacramento City Unified School District, Bowling Green Charter School, New Joseph Bonnheim Community Charter School, George Washington Carver School of Arts and Science, and New Technology High School (Cancy McArn)*

*Cancy McArn presented on the opportunity to provide additional instructional days to students. Eight additional instructional days for students in the 2024-25 school year as well as an additional eight instructional days in the 2025-26 school year. The State Board of Education waiver request must be approved by the Sacramento City Unified School District governing board and submitted to the California Department of Education. SCUSD received an instructional time penalty to a shortage of instructional days and annual instructional minutes for the days without instruction between March 23, 2022, and April 2, 2022. Bowling Green Charter School, New Joseph Bonnheim Community Charter, George Washington Carver School of Arts and Science, and New Technology High School also received an audit finding for a shortage of days and minutes. A charter school is considered a separate local educational agency and must submit its own waiver request with CDE. Statute only allow charter schools to seek a waiver for a shortage of annual instructional minutes. Statute does not allow charter schools to seek a waiver for shortage of instructional days. SCUSD and SCTA have reached an agreement on a proposal to add the additional days and instructional minutes to the 2024-25 and 2025-26 school years, as required by statute. A successful SBE waiver of the instructional time penalty will ensure that the funds that would otherwise be used to pay for the penalty will instead be used to improve student achievement by providing additional meaningful instruction to supplement student's learning, engagement, and socialization.*

*Public Comment:  
Franschelle Brown*

*Board Comment:  
Member Villa knows that staff have been working tirelessly to get this all done. Member Villa has been speaking with constituents, and we know that giving May 15<sup>th</sup> an answer on our start day is late, and Member Villa wants to publicly state that a lot of people are concerned. They have to figure out something to do with their children and we need to have those answers. Member Villa knows that this is out of our hands, and this is the earliest we can do it, but*

wants to publicly share that this is a challenge for not only our educators, but for our families and communities. Member Kayatta asked Cancy McArn to answer the question given in public comment around why we cannot add minutes to the days that we have. Member Kayatta asked Cancy McArn to describe the limitations that were mentioned in more depth. Member Kayatta found this provision of Ed Code not ideal for the local community trying to recover from a strike. In this case, a strike that the community broadly supported, and now, families may wonder why this is so delayed. Secondly, like the public comment, why is my child being punished with more school? If we did not seek this waiver, the money would have gone back to the state, which concerned Member Kayatta. Member Kayatta shared that it is like being penalized as a community for actions that are out of our hands. Member Kayatta understands that we are navigating this with a very tight timeline, but this is going to be a burden on our families. Member Kayatta really wishes that the law was better in this area, and alternative options were available.

Member Singh shared that we can always look at our state legislators to inform them of what is happening and try to make changes, but he also thinks that it is important to address the community. Even though this is a tough pill to swallow, it is important to note that we are looking to put \$47 million dollars back into education and instructional time, and he understands that this impacts the community to make plans and other things. At the same time, this strike had many ramifications, and as a community, we saw the type of impacts it was having on fracturing people and people scrambling to figure out what to do. Member Singh shared that we are not adding additional days, but we are adding days to make up for the days that didn't occur. Member Singh wanted to acknowledge that this is tough, but we do need to add these days back.

Member Jeane said, how can we move forward together when we still have things from our past that are drastically impacting in what we can do moving forward? Member Jeane shared that she has been hearing a lot about the \$47 million dollars, but for Member Jeane, it's about the student's education, the 8 days, and recovering from the strike during COVID. Member Jeane recognizes the changes that needed to be made, and the people that felt like there wasn't another way to get those changes made. Teachers and educators never want to go on strike, but it is what they do when they feel like they have to. It's painful and hard to come back from. We are still trying to take care of this, because we didn't take care of it the year the strike happened. As a Board, they need to take stock in the ways that they are communicating and the ways that the

*Board is coming to decisions to ensure that we clean this up, and continue to pave a better path moving forward. Member Jeane knows that there are a lot of questions coming through, and wants to know if we have an FAQ. Member Phillips shared that from her understanding, if this is accepted by the State Board of Education, then we have the opportunity to provide the 8 days of instructional days for 2025-25 and 2025-26. If the State Board of Education does not allow this, the only folks who really lose are our students, and we will just be handing over money for something that we didn't provide. Member Phillips wants to know if there are any alternatives for students who refuse to do the additional days, and wants to know if that would put the District in any kind of predicament in getting this waiver approved.*

## **10.0 PUBLIC HEARING**

### *10.1 Secondary World Languages Instructional Materials Adoption: Program Recommendations (Shannon Pella, Deputy Chief of Academics Erin Hanson, Assistant Superintendent Curriculum and Instruction Kari Lofing, Coordinator GATE and AP Programs)*

*Shannon Pella shared the SCUSD instructional materials adoption process, curriculum and instruction and library textbook services, the curriculum and instruction requests budget, Board policy 6161.1, the world languages instructional materials adoption process and timeline, community input, the cost breakdown, and next steps.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Jeane asked about the training, online resources, and other layers that come with instructional materials, and if there is a plan in place for all these layers.  
Member Segura asked if there was a streamlined way for students taking an AP language course that is not offered at their high school, but they are trying to study for a test to access these materials.  
Member Singh shared that as a world language teacher, he understands the difficulty of finding textbooks. Especially, for languages. Member Singh shared that it was nice to see that people were able to pick and choose the book they felt comfortable with, and teachers were able to pick the best options for their students.*

*Member Jeane made a motion to move with a second from Member Phillips. The Board voted 6-0 with Member*



*Pritchett absent and a student preferential yes vote.*

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

### **11.1 Surplus Property: Options and Overview of Process (Nathaniel Browning)**

*Nathaniel Browning shared a background on previous school closures and previous 7-11 Committee efforts, process and legal considerations for sale or lease of property, 7-11 Committee formation and process, Board declarations and statutory noticing requirements and additional steps, and recommendations.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Kayatta asked Legal Counsel if it was ok to speak about where he would like to see these properties go. Member Kayatta is asking because what he thinks these properties can do is relevant to why he would like to support this, and does not want to interfere with the process. Member Kayatta thinks that if the District is not using these properties, it would make sense to find someone who can make the best use of them to serve our community. In terms of selling to tenants, if those renting wanted to buy a building, but were offering less than someone who wanted to come in and build luxury apartments, could we opt to allow that. Member Kayatta knows that CB Wire is not on the list, because we are currently using it. We have been making improvements to CB Wire to operate as a school, so we are not sending our kids who are there temporarily to a substandard facility, but after we do that, is there a reason that we wouldn't list it today, if we are not planning to have it be an elementary school after the kids move back to their site.  
Member Jeane wanted to know if there are other resources in addition to the finances, and if there are other "whys" as to why we would want to vote for this. Member Jeane shared that it is really important that we put a really good committee together that we believe in and invest in. Otherwise, that is a waste of a lot of people's time.  
Member Rhodes is excited to put the 7-11 committee together, and seeing if properties can be used for housing for teachers and things like that. Member Rhodes hopes that the Board can pass this today, so we can move forward.  
Member Singh seconded what Member Rhodes stated. Member Kayatta wanted to clarify that he stated "low*

*income housing” within his notes, and is in agreement with Member Rhodes.*

*Member Phillips wanted to know if there have been any issues with the Surplus Land Act. Member Phillips shared the reason why she is screaming the whole equity thing and why we should be looking at it, is because frequently areas that are adversely affected, people come in and purchase things to help, but it doesn't help the way the community needs the help. Member Phillips hopes that the 7-11 Committee really thinks about who might purchase this property.*

*Member Villa made a motion to move with a second from Member Jeane. The Board voted 6-0 with Member Pritchett absent and a student preferential yes vote.*

## **12.0 COMMUNICATIONS**

*12.1 President's Report (Lavinia Phillips)-No update*

*12.2 Student Member Report (Liliana Miller Segura)- No update*

*12.3 Information Sharing by Board Members- Member Kayatta wanted to celebrate the great time had at the Suy:u Community Fair. Member Kayatta gave a shout out to the Girl Scouts and their accomplishments. Member Kayatta was a judge at the recent spelling bee that Mr. Gladney mentioned. Member Kayatta shared that he has never been so inspired. Member Kayatta had a great time attending the Pocket Girl Softball Kickoff. Member Singh shared that there is a mural unveiling taking place at Miwok Middle School on Saturday, March 30<sup>th</sup>.*

## **13.0 CONSENT AGENDA**

**Action**

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

### **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 January 1-31, 2024 (Janea Marking)*

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

- 13.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of January 1-31, 2024 (Janea Marking)*
- 13.1f Approve Minutes for the February 15, 2024, Regular Board of Education Meeting (Lisa Allen)*
- 13.1g Approve Resolution No. 3392: Resolution Regarding Board Stipends (Lisa Allen)*
- 13.1h Approve Staff Recommendation for Expulsion #4 2023-2024 (David Van Natten)*
- 13.1i Approve Resolution No. 3393: Resolution of Intention to Convey Public Utilities Easement to the Sacramento Municipal Utilities District at the PS7 Elementary School Project (Chris Ralston)*
- 13.1j Approve Developer Fee Consulting Services Proposal for Updated Justification Studies Services (Chris Ralston)*
- 13.1k Approve 2023-24 Transportation Plan (Ron Hill)*
- 13.1l Approve Traditional School Calendar 2024-2025 & 2025-2026 School Year (Cancy McArn)*
- 13.1m Approve Adult Education Calendar 2024-2025 & 2025-2026 School Year (Cancy McArn)*
- 13.1n Approve New Technology High School Calendar 2024-2025 & 2025-2026 (Cancy McArn)*
- 13.1o Approve George Washington Carver School of Arts and Science Calendar 2024-2025 & 2025-2026 School Year (Cancy McArn)*
- 13.1p Approve Bowling Green Charter School Calendar 2024-2025 & 2025-2026 School Years (Cancy McArn)*
- 13.1q Approve New Joseph Bonnheim Community Charter School Calendar 2024-2025 & 2025-2026 School Year (Cancy McArn)*
- 13.1r Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty – Sacramento City Unified School District (Cancy McArn)*
- 13.1s Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty - New Technology High School (Cancy McArn)*
- 13.1t Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty - George Washington Carver School of Arts and Science (Cancy McArn)*
- 13.1u Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty - Bowling Green Charter School (Cancy McArn)*
- 13.1v Approve State Board of Education Waiver Request for 2021-22 Instructional Time Penalty - New Joseph Bonnheim Community Charter School (Cancy McArn)*

*Public Comment:*  
*No public comment*

*Board Comment:*  
*No Board Comment*

*Member Villa made a motion with a second from Member Rhodes. The Board voted 6-0 with Member Pritchett absent and a student preferential yes vote.*

**14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS **Receive Information****

*14.1 Business and Financial Information: Enrollment and Attendance Report, Month 5, Ending Friday, January 26, 2024 (Janea Marking)*

*Public Comment:*  
*Mo Kashmiri*

**15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *April 4, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ *April 18, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

**16.0 ADJOURNMENT**

*The meeting adjourned at 8:37 p.m.*

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*Lisa Allen, Superintendent and Board Secretary*

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1h

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3407: 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. 3407: 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. 3407: Resolution Regarding Board Stipends

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Lavinia Grace Phillips, Board President <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3407**

**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 2nd 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. 3407**

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to work related obligation which is deemed acceptable by the Board:
  - a. Board member Lavinia Phillips for the Regular Board meeting on April 18, 2024.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1i

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3408: 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. 3408: 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. 3408: Resolution Regarding Board Stipends

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Lavinia Grace Phillips, Board President <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3408**

**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 2nd 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. 3407**

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to performing designated services for the District at the time of the meeting:
  - a. Board member Jamee Villa for the Regular Board meeting on April 18, 2024.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1j

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3410: Adopting Specifications of the Election Order and for Consolidation with Statewide Presidential General Election of November 5, 2024

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

**Division:** Superintendent's Office

**Recommendation:** Approve Resolution No. 3410: Adopting Specifications of the Election Order and for Consolidation with Statewide Presidential General Election.

**Background/Rationale:** The Board of Education must call for an election on November 5, 2024 for the purpose of electing four board members to represent trustee areas 3, 4, 5, and 7. This resolution calls for consolidation with other elections in Sacramento County which results in a cost savings to the District. The District, nevertheless, is required to pay its proportionate share of election costs. Candidates prepay the District for their candidate statements printed in the voter pamphlet and any related costs pursuant to Elections Code 13307.

**Financial Considerations:** By law, the District must reimburse the Registrar of Voters for actual costs incurred by the trustee area elections. The cost is calculated by a prorated method set forth in the County's current Election Cost Allocation Procedures.

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. Resolution No. 3410
2. Notice of District Election
3. Publication of Notice of Election
4. Map and Boundary Certification

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Anne Collins, Legal Counsel <b>Approved by:</b> Lisa Allen, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3410**

**RESOLUTION ADOPTING SPECIFICATIONS OF THE ELECTION ORDER AND  
FOR CONSOLIDATION WITH STATEWIDE PRESIDENTIAL GENERAL ELECTION**

**WHEREAS**, an election is required to be held on November 5, 2024, within the Sacramento City Unified School District, for the purpose of electing 4 members to the Board of Education for trustee areas 3, 4, 5, and 7 for terms as prescribed by law; and

**WHEREAS**, a Statewide Presidential General Election will be held within the County of Sacramento on the same day; and

**WHEREAS**, Elections Code §10403 requires local jurisdictions to file with the Board of Supervisors of the County of Sacramento, with a copy to the Voter Registration and Elections of the County of Sacramento, a resolution requesting consolidation with a Statewide Presidential General Election; and

**WHEREAS**, when ordering an election, Education Code section 5322 requires the Board to provide for specifications of the election order, which shall be delivered to the officer conducting the election not less than 123 days prior to the date for the election.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education requests the Board of Supervisors of Sacramento County to consolidate the District's regularly scheduled general district election for trustee areas 3, 4, 5, and 7 with the Statewide Presidential General Election to be held on November 5, 2024 for the purpose described herein; and

**BE IT FURTHER RESOLVED** that all candidates are to pay in advance their pro rata share of the District's costs for candidate statements that are printed in the voter pamphlet and related costs as described in Elections Code section 13307, specifically 13307(d), subject to any additional expenses, or refunds, depending on the final actual cost as determined by the Sacramento County Registrar of Voters; and

**BE IT FURTHER RESOLVED**, that the limitation on the number of words that a candidate may use in his or her candidate's statement shall be 200 words; and

**BE IT FURTHER RESOLVED** that the District agrees to reimburse the Registrar of Voters for actual election costs incurred, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures; and

**BE IT FURTHER RESOLVED** that if a tie vote to the Board of Education makes it impossible to determine which of two or more candidates, for the involved trustee area, has been elected to the Board of Education, the winner shall be determined by lot; and

**BE IT FURTHER RESOLVED** that this resolution, together with the Notice of District Election and Publication of Notice of Election attached herewith, shall be filed with the Sacramento County Board of Supervisors, with a copy to the Sacramento County Registrar of Voters, by the District’s Superintendent on or before the time specified by law.

**BE IT FURTHER RESOLVED**, pursuant to Elections Code section 12112, and Education Code section 5363, the Registrar of Voters is requested to publish the District’s notice of election as a combined election notice with other districts; and

**BE IT FURTHER RESOLVED** that the notice of District election shall be in the form attached to this resolution and may serve in lieu of the notices and related provisions designating the Sacramento County Superintendent of Schools pursuant to Education Code sections 5324 and 5361; and

**BE IT FURTHER RESOLVED** that the map and boundary descriptions of all of the trustee areas, including trustee areas 3, 4, 5, and 7, on file with the Voter Registration and Elections of the County of Sacramento are hereby certified, and verified, as being current and effective and that there have been no subsequent or additional boundary changes in the trustee areas; and

**BE IT FURTHER RESOLVED** that the Superintendent of the District, or his designee, shall be authorized to take all steps necessary to carry out the provisions of this resolution.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 2nd day of May, 2024 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

ATTESTED TO:

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

\_\_\_\_\_  
Lavinia Phillips, Board President

# **NOTICE OF DISTRICT ELECTION**

## **Sacramento City Unified School District**

NOTICE IS HEREBY GIVEN that a general election of the Board of Trustees for the Sacramento City Unified School District will be held on November 5, 2024. The offices for which candidates may declare their candidacy are:

*Sacramento City Unified School District Board of Trustees - **Trustee Area 3,***

*Sacramento City Unified School District Board of Trustees - **Trustee Area 4,***

*Sacramento City Unified School District Board of Trustees - **Trustee Area 5,***

**And**

*Sacramento City Unified School District Board of Trustees - **Trustee Area 7***

Qualifications: Each candidate must meet the following qualifications for office:

Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the trustee area in the Sacramento City Unified School District for which the candidate is running to become a Board member of the trustee area, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office as described in Board Bylaw 9220, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications.

Code Reference: Education Code section 35107(a)/Board Bylaw 9220

Official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from the office of the Registrar of Voters at 7000 65th Street, Suite A, Sacramento, CA 95823-2315, on and after July 15, 2024, and must be filed no later than 5:00 p.m. on August 9, 2024. However, if a declaration of candidacy for an incumbent is not filed by August 9, 2024, any person other than the incumbent shall have until 5:00 p.m. on August 14, 2024, to file a declaration of candidacy for such office.

If a school district election is not held, the qualified person or persons nominated shall be seated at the organizational meeting of the board, or if no person has been nominated or if an insufficient number is nominated, the governing board shall appoint

a qualified person or persons, as the case may be, at a meeting prior to the day fixed for the election, and such appointee or appointees shall be seated at the organizational meeting of the board as if elected at a district election. Education Code §§ 5326 and 5328

Dated this 2nd day of May, 2024.

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Lisa Allen, Superintendent

**PUBLICATION OF NOTICE OF ELECTION**

Elections Code §12112 requires the publication of a "Notice of Election." The notice shall contain the date of the general district election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Recommends that the Registrar of Voters publish (check one only):

A combined election notice with other districts scheduled for election on November 5, 2024

**or**

A separate/individual district notice.

If a separate/individual district notice is requested, District will be responsible for printing of such notice.

Dated: May 2, 2024

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Lisa Allen, Superintendent



**MAP AND BOUNDARY CERTIFICATION**

The **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT** hereby certifies that:

No map and boundary changes have occurred since the November 8, 2022, Election, and the map and boundary description that you have on file is current.

Yes, the map and boundaries have changed since the November 8, 2022, Election. I have enclosed/mailed the updated map and boundary

DATED: May 2, 2024

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Lisa Allen, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1k

**Meeting Date:** May 2, 2024

**Subject:** Approve Board of Education Meeting Calendar for the 2024-25 School Year

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

**Division:** Superintendent's Office

**Recommendation:** Approve the Board of Education meeting calendar for 2024-25 school year.

**Background/Rationale:** The Board of Education usually meets on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. The meetings will be held at the Serna Center in the Community Room. Special meetings will be called as needed.

**LCAP Goal(s):** Family and Community Engagement

**Financial Considerations:** N/A

**Documents Attached:**

- 1) Board of Education Meeting Calendar for 2024-25

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Lisa Allen, Superintendent <b>Approved by:</b> N/A</p>
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***Sacramento City Unified School District  
Board of Education Meeting Calendar  
2024-2025 School Year***

***The Board of Education usually meets on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of the month with Special Meetings called as needed. Meetings are held at the Serna Center Community Room, 5735 47<sup>th</sup> Avenue.***

***There are no regular Board Meetings in the month of July and only one in August, December, and January***

<b><i>August 8, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>September 5, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>September 19, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>October 3, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>
<b><i>October 17, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>November 7, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>November 21, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>December 19, 2024</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>  <b><i>Annual Meeting</i></b>
<b><i>January 16, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>February 6, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>February 20, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>March 6, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>
<b><i>March 20, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>April 3, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>April 10, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>May 1, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>
<b><i>May 15, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>June 5, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	<b><i>June 19, 2025</i></b> <b><i>5:00 Closed Session 6:30 Open Session</i></b>	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.11

**Meeting Date:** May 2, 2024

**Subject:** Approve Resolution No. 3401 Authorizing Participation in the Planning and Capacity Building Planning Grant Program

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

**Division:** Facility Support Services

**Recommendation:** Approve Resolution No. 3401 authorizing the District to participate in the Planning and Capacity Building Planning Grant Program through California Air Resources Board (CARB) Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP) programs.

**Background/Rationale:** Sacramento City Unified School District, in partnership with planning grant co-applicants Civic Thread and United Latinos, seeks to increase transportation equity by way of enhanced mobility access and safe routes to schools in our highest need school neighborhoods in South Sacramento through a community-led planning and capacity-building process. The community priorities and identified solutions will be documented in a Community Transportation Needs Assessment (“Needs Assessment”). This will help the District achieve carbon neutrality by 2045, which is set by California Executive Order B-55-18, 2018, as well as eliminate harmful diesel emission pollution, through EV bus and active transportation planning.

**Financial Considerations:** Sacramento City Unified School District is the lead applicant. We will sub-contract with Civic Thread and United Latinos, and the planning grant award of \$500,000 will cover all expenses. The resource contribution/in-kind service of \$19,500 reflects the SCUSD Environmental Sustainability Manager’s time spent managing this grant.

**LCAP Goal(s):** Family and Community Empowerment; Safe, Emotionally Healthy and Engaged Students; Family and Community Engagement; Operational Excellence.

**Documents Attached:**

1. Resolution No. 3401

**Estimated Time of Presentation:** NA

**Submitted by:** Chris Ralston, Assistant Superintendent of Facilities  
Nathaniel Browning, Director of Facilities

**Approved by:** Lisa Allen, Superintendent

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

**RESOLUTION NO. 3401**

**RESOLUTION OF THE AUTHORIZING BOARD OF SCUSD TO APPROVE  
PARTICIPATION IN THE PLANNING AND CAPACITY BUILDING PLANNING  
GRANT PROGRAM**

**WHEREAS** Sacramento City Unified School District as Lead Applicant, submitted a grant application on November 3 2023 to the California Air Resources Board (CARB) Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP) Request for Applications for Safe Routes to Schools for All at SCUSD.

**WHEREAS**, the Authorizing Board of Sacramento City Unified School District is eligible to receive funding through the Planning Grant Program, a program that is administered by CARB's designated Statewide Planning and Capacity Building Administrator (PCB Administrator); that focuses on increasing transportation equity via funding for planning; and that is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities;

**WHEREAS**, Sacramento City Unified School District will comply with the requirements stated in the grant agreement; will accept the grant funds from CARB through the PCB Administrator; and will allocate and authorize the amount of \$19,500 that Sacramento City Unified School District has committed as part of the application to be used as resource contribution/in-kind services for the project;

**WHEREAS**, Sacramento City Unified School District will work with the PCB Administrator to amend the grant agreement when and as necessary to adapt to project and community needs and lessons learned during grant implementation;

**NOW, THEREFORE, BE IT RESOLVED** by the Authorizing Board of Sacramento City Unified School District that the Executive Director, or designee, may execute the approval of the Planning and Capacity Building Planning Grant Program funds and potential future grant amendments; that Sacramento City Unified School District shall comply with program requirements; and that Sacramento City Unified School District shall provide committed resource contributions to the project.

**APPROVED AND PASSED** this 2nd of May, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Lavinia Phillips, Board President

Attest:

By: \_\_\_\_\_  
Lisa Allen, Board Secretary



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1m

**Meeting Date:** May 2, 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.

<b>Vendor ID#</b>	<b>Reason</b>	<b>Amount Due</b>
311168/1	Ceasing services, no insurance	\$1,365.00
309145	Internal process for approval of work not followed	\$91,887.00



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1n

**Meeting Date:** May 2, 2024

**Subject:** Approve Staff Recommendation for Expulsions #5 and #6 2023-2024

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

**Division:** Deputy Superintendent's Office; Student Hearing and Placement Department

**Recommendation:** Approve staff recommendation for Expulsion #5 and #6 2023-2024.

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** College and Career Ready Students

**Documents Attached:** N/A

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

**Submitted by:** David Van Natten, Director, Student Hearing and Placement

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