

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.
2. All educational partners will experience a school and district climate that is physically and emotionally safe and supportive.
3. All students will benefit from improved partnerships and communication with all educational partners.

BOARD OF TRUSTEES REGULAR MEETING

**District Board Room
Center Joint Unified School District Annex
3243 Center Court Lane, Antelope, CA 95843**

This meeting will be held in accordance with California Government Code Section 59453, Subdivision (e) of the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal American with Disabilities Act. While this meeting will be physically open to the public, members of the public may view the meeting as televised via our YouTube page (below), or may participate and comment via the application, Zoom (video or call-in options). The link and call-in numbers to the Zoom access will be available on the day of the meeting. Members of the public may address the Board on the topics of our Board agenda in addition to topics that are under the jurisdiction of the Board and are not on the agenda, although, the board, by law, may not take action at this meeting on non-agendized topics. If you wish to make a public comment during Public Comments or public comment time of an item while attending in person, please complete a speaker card. If you wish to make a public comment during Public Comments or public comment time of an item while attending remotely, login to the Zoom link or Zoom Call In number, click the "raise hand" button during the item you wish to comment on. The meeting host will unmute your mic at the appropriate time.

Livestream:

<https://www.centerusd.org/Board/Board-Livestream/index.html>

Wednesday, January 17, 2024 - 6:00 p.m.

- I. CALL TO ORDER & ROLL CALL - 5:30 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 1. Student Expulsions/Readmissions (G.C. §54962)
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:30 p.m.**
- V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.**

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

VI. FLAG SALUTE

In recognition of free speech and the following board agenda item, we welcome all and would like to note that saying the pledge of allegiance is not a requirement to participate in the business of this public board. If you do not say the pledge for religious, political, social, or personal reasons, you are most welcome here as an equal participant in the business of this board.

VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION Info/Action

VIII. ADOPTION OF AGENDA Action

IX. RECOGNITIONS Info

X. ORGANIZATION REPORTS (3 minutes each) Info

1. CUTA – Heather Woods, Vice President
2. CSEA – Niesha Harris, President

XI. REPORTS/PRESENTATIONS (8 minutes each) Info

- | | |
|--------------|---|
| Governance | 1. Information Presentation on the Status of Center High School Media Communications Academy – Center High MCA |
| Curr & Instr | 2. Williams Uniform Complaint Quarterly Report – Mike Jordan |
| Business | 3. Citizens' Bond Oversight Committee's Annual Report – Faith Allmond, CBOC Member |

XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA Public Comments Invited

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.

XIII. CONSENT AGENDA (5 minutes) Action

NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.

- | | |
|--------------------|--|
| Governance | 1. Approve Adoption of Minutes from December 20, 2023 Regular Meeting |
| Personnel | 2. Approve Classified Personnel Transactions |
| ↓ | 3. Approve Certificated Personnel Transactions |
| Curr & Instr | 4. Approve Contract with Conservation Ambassadors for School Wild Life Assemblies – Oak Hill |
| ↓ | 5. Approve Assist Team, LLC MOU for the Structured Sports Development Program at Wilson C. Riles Middle School |
| Facilities & Oper. | 6. Approve Agreement between Sheltons Unlimited Mechanical Services Inc and Center Joint Unified School District to Replace the HVAC System at the Center High School Library |
| ↓ | 7. Approve Agreement between Terracon and Center Joint Unified School District to Provide Special Inspections and Testing Services for the Center High School Modernization Project – DSA #02-117487 |
| Business | 8. Approve CJUSD Citizens' Bond Oversight Committee Members |
| ↓ | 9. Approve Resolution #10/2023-24: CA Department of Social Services Authorization |
| ↓ | 10. Approve Consolidated Application |
| ↓ | 11. Approve 2023 School Accountability Report Cards (SARC) |
| ↓ | 12. Approve Independent Audit Report for Fiscal Year 2022-23 |
| ↓ | 13. Approve Payroll Orders: December 2023 |
| ↓ | 14. Approve Supplemental Agenda (Vendor Warrants): December 2023 |

XIV.	BUSINESS ITEMS	
Business	A. <u>Agreement with Landmark Constructors, Inc. for the Center High School Modernization Project #23-04</u> On April 19, 2023 the Board of Trustees gave Authorization to issue a request for proposal for lease leaseback services for future District construction projects. The evaluation panel selected Landmark Constructors, Inc. for the Center High School Modernization Project.	Action
XV.	STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)	Info
	1. Harmonie Ortega	
XVI.	BOARD / SUPERINTENDENT REPORTS (10 minutes)	Info
XVII.	ADVANCE PLANNING	Info
	a. <i>Future Meeting Dates:</i> i. <i>Regular Meeting: Wednesday, February 21, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual</i> b. <i>Suggested Agenda Items:</i>	
XVIII.	CONTINUATION OF CLOSED SESSION (Item IV)	Action
XIX.	ADJOURNMENT	Action

CJUSD Mission:

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.

Agenda Item: XI-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 1/17/24

TO: Center Joint Unified School District Board of Trustees

FROM: Center High School - MCA

Initials:

JF

SUBJECT: Information presentation on the status of CHS Media Communications Academy

☐ Action Item

☒ Information Item

Attached Pages 8

BACKGROUND:

Presentation by MCA staff to the board on the status of MCA.

RECOMMENDED BOARD ACTION:

Agenda Item: XI-1



Media Communications Academy

Media Communications Academy

Media = means of communication to inform or influence others

Communications = written / spoken / digital / internet

Academy = Calif Ed Code 54690 - 54697

Background

California Partnership Academies (CPAs) = network of 400+ programs

Established in 1993-1994

Supported by various competitive state grants

Goal = Prepare students for college and careers

MCA Background

Original CPA grant written 1995-96 (?)

MCA was fully funded in 2000

(fully funded = \$900 per student - up to 90 = \$81,000 per year)

13 LIGHTHOUSE Academies within 400+ CPAs

In 2017, MCA earned the title of **Distinguished** Lighthouse Academy.

Every Year

Letter of Intent = LOI (Budget / District match / Business Match) - *(Due every April)*

Explains how money will be spent - and how the district and businesses will 'match' the funded amount.

End of Project = EOP *(Due every August)*

Explains how the money WAS spent.

CAPAAR *(Due every October)*

Data that the state collects: how the money was used; student information (attendance, grades, certifications earned, etc.); business and industry partners; advisory participants; etc.

50% of Students Must be “At Risk” / “At Promise”

CA Ed Code 54690 (d/e)
Must Qualify in at Least 3 Areas

- Low Attendance
- GPA Below 2.2
- Credit Deficient
- Economically Disadvantaged
- Low Motivation
- Below in Testing

Funding

CA Ed Code 54691 (a/b/c)

\$81,000 = fully funded

- Must have \$81,000 in Business Match / In Kind Support
- Must have \$81,000 in District Match / In Kind Support

School Within a School

CA Ed Code 54692 (d)

“Academy teachers shall work as a team in planning, teaching, and troubleshooting program activities. Classes in the academy program shall be limited to academy pupils.”

Academic Courses

CA Ed Code 54692 (e)

Sophomore level - 3 core (English, History, Spanish) + 1 CTE

Junior level - 3 core (English, History, Spanish) + 1 CTE

Senior level - 2 core (English, History, *Spanish*) + 1 CTE

- Provide mentoring, internships, and motivational activities

Ed Code 54692 (e6)

“Additional motivational activities with private sector involvement to encourage academic and occupational preparation.”

(The reason for field trips.)

Ed Code 54692 (f)

“Academy teachers have a common planning period and a second planning period for the lead teacher.”

Transitioning from AME to ICT

From:

Arts, Media, & Entertainment (AME)

To:

Information & Communication Technology (ICT)

What we encourage / promote:

- Strong Academics
- Professionalism
- Marketability
- Community Service/Involvement
- *"LIFE PREP"*

Benefits of being part of the MCA

- Real World Experiences
- Family Atmosphere
- Industry Certifications
- Computer Skills
- Teamwork
- Public Speaking
- Interview Skills
- Field Trips
- *Scholarships*

The MCA Team



Agenda Item: XI-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan

Initials:

MDJ

SUBJECT: Williams Complaint Presentation

☐ Action Item

☒ Information Item

Attached Pages 1

BACKGROUND:

Mr. Jordan will present the required Williams Complaint report for the second quarter.

RECOMMENDED BOARD ACTION:

Agenda Item: XI-2

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). **All fields are required.**

SUBMITTER INFORMATION

Michael Jordan	Director of C&I and SpEd	916-339-4697
Name Person submitting form	Job Title	Phone Number Include area code
mikejordan@centerusd.org		
E-mail Address		

DISTRICT INFORMATION

Center Joint U.S.D.	2023-24	Quarter 2 (Oct.–Dec.)
School District	Year Covered by This Report	Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

Total Number of Textbook Complaints Enter 0 if none.	0
Number of Textbook Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none.	0

Emergency School Facilities Issues

Total Number of Emergency Facilities Complaints Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none.	0

Vacancy or Misassignment of Teachers

Total Number of Vacancy/Misassignment Complaints Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none.	0

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

N/A

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:



Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Erika Franzon at the Sacramento County Office of Education (SCOE): efranzon@scoe.net.

Agenda Item: XI-3



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Faith Allmond, CBOC Member
Lisa Coronado, Director of Fiscal Services
SUBJECT: Citizens' Bond Oversight Committee's Annual Report

Initials:
LC

☐ Action Item

☒ Information Item

Attached Pages 22

BACKGROUND:

The Citizens' Bond Oversight Committee (CBOC) will present their Annual Report as well as Measure N Obligation Bond's Financial Statements and Performance Audit.

RECOMMENDED BOARD ACTION:

N/A

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
Antelope, California

MEASURE N GENERAL OBLIGATION BONDS
PERFORMANCE AUDIT
June 30, 2023

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Center Joint Unified School District
Antelope, California

We have conducted a performance audit of the Center Joint Unified School District (the "District") Measure N General Obligation Bond funds for the year ended June 30, 2023.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 3 of this report which includes determining the compliance with the performance requirements for the Proposition 39 Measure N General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for Center Joint Unified School District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal controls of Center Joint Unified School District to determine the audit procedures that are appropriate for the purpose of providing a conclusion on the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express any assurance on the internal control.

The results of our procedures indicated that, in all significant respects, Center Joint Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2023 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.



Crowe LLP

Sacramento, California
December 1, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, "for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

Education Code Section 15278 provides additional accountability measures:

1. A requirement that the school district establish and appoint members to an independent citizens' oversight committee.
2. A requirement that the school district expend bond funds only for the purposes described in Section 1(b)(3) of Article XIII A of the California Constitution, and ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.
3. A requirement to conduct an annual independent performance audit required by Section 1(b)(3)C of Article XIII A of the California Constitution.
4. A requirement to conduct an annual independent financial audit required by Section 1(b)(3)D of Article XIII A of the California Constitution.

CENTER JOINT UNIFIED SCHOOL DISTRICT, MEASURE N GENERAL OBLIGATION BONDS

By approval of the proposition by at least 55% of the registered voters voting on the proposition at an election held on November 4, 2008, the Center Joint Unified School District shall be authorized to issue and sell bonds of up to \$500 million in aggregate principal amount. The summarized text of the ballot language was as follows:

"To acquire, construct, and improve school facilities, including building new schools and classrooms to reduce student overcrowding, improving existing schools for greater energy efficiency and increased access to computers and technology, and qualify the District for approximately \$250,000,000 in State funds, shall the District issue up to \$500,000,000 in bonds at legal interest rates, with a citizens' oversight committee, annual audits, no money for administrator salaries, and provided funds cannot be transferred to the State?"

All bond expenditures are subject to review by a Citizens' Oversight Committee which reports to the public, as provided in Education Code Section 15278 *et seq.*

The financial activity related to the Measure N General Obligation Bonds is recorded in Fund 21 (Building Fund) in the District's audited financial statements for the year ended June 30, 2023.

On July 2, 2020, the District issued General Obligation Bonds, Election of 2008, Series 2020A totaling \$12,150,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. Repayment of the bonds is made from the ad valorem taxes to be levied annually upon all property subject to taxation by the District.

On December 1, 2021, the District issued General Obligation Bonds, Election of 2008, Series 2021B totaling \$43,000,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 3.0% to 4.0% and are scheduled to mature through August 2051.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
BACKGROUND INFORMATION

CENTER JOINT UNIFIED SCHOOL DISTRICT, MEASURE N GENERAL OBLIGATION BONDS
(Continued)

On December 22, 2022, the District issued General Obligation Bonds, Election of 2008, Series 2022C totaling \$12,435,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 4.0% to 5.0% and are scheduled to mature through August 2046.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
OBJECTIVES, SCOPE, METHODOLOGY AND CONCLUSION
For the Fiscal Year Ended June 30, 2023

OBJECTIVES

The objective of our performance audit was to determine that the District expended Measure N General Obligation Bond funds for the year ended June 30, 2023 only for the purposes approved by the voters and only on the specific projects developed by the District's Board of Trustees, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution.

SCOPE

The District provided to us a list of all Measure N General Obligation Bond project expenditures for the year ended June 30, 2023 (the "List"). A total of \$27,604,482 in expenditures from July 1, 2022 through June 30, 2023 were identified.

METHODOLOGY

We performed the following procedures to the List of Measure N General Obligation Bond project expenditures for the year ended June 30, 2023:

- Verified the mathematical accuracy of the List.
- Reconciled the List to total bond expenditures as reported by the District in the District's audited financial statements for the year ended June 30, 2023, presented as the Building Fund.
- Selected a sample of 15 expenditures totaling \$23,559,943. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The sample represented 85% of the total expenditure value. Verified that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects.

CONCLUSION

The results of our procedures indicated that, in all significant respects, Center Joint Unified School District expended Measure N General Obligation Bond funds for the year ended June 30, 2023 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS
June 30, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
Antelope, California

MEASURE N GENERAL OBLIGATION BONDS
FINANCIAL STATEMENTS
June 30, 2023

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Center Joint Unified School District
Antelope, California

Report on the Audit of the Financial Statements***Opinion***

We have audited the financial statements of the Measure N General Obligation Bonds (the "Bonds") activity of Center Joint Unified School District (the "District"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Measure N General Obligation Bonds activity, of Center Joint Unified School District, as of June 30, 2023, and the respective changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Center Joint Unified School District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the financial activity and balances of the Measure N General Obligation Bonds activity and do not purport to, and do not, present fairly the financial position of Center Joint Unified School District, as of June 30, 2023, and the changes in its financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

(Continued)

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Center Joint Unified School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for the Bonds activity. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance for the Bonds activity. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance for the Bonds activity.

Crowe LLP

Crowe LLP

Sacramento, California
December 1, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
BALANCE SHEET
June 30, 2023

ASSETS

Cash and cash equivalents (Note 2)	\$ 21,122,034
Accounts receivable	409,553
Due from the District	<u>2,736,751</u>
Total assets	<u>\$ 24,268,338</u>

LIABILITIES AND FUND BALANCE

Accounts payable	<u>\$ 466,648</u>
Fund balance – restricted (Note 3)	23,801,690
Total liabilities and fund balance	<u>\$ 24,268,338</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
For the Year Ended June 30, 2023

Revenues:	
Interest	\$ <u>536,742</u>
Expenditures:	
Current:	
Books and supplies	991,332
Contract services	513,747
Capital outlay	<u>26,099,403</u>
Total expenditures	<u>27,604,482</u>
Deficiency of revenues under expenditures	(27,067,740)
Other financing sources (uses):	
Proceeds from issuance of debt	12,435,000
Debt issuance premium	103,612
Other financing uses	<u>(131,148)</u>
Total other financing sources	<u>12,407,464</u>
Net change in fund balance	(14,660,276)
Fund balance, July 1, 2022	<u>38,461,966</u>
Fund balance, June 30, 2023	<u>\$ 23,801,690</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of Center Joint Unified School District (the "District") conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practices within California school districts. The District accounts for its financial transactions in accordance with policies and procedures of the Department of Education's *California School Accounting Manual*. The activities of the Measure N Bonds are recorded along with other activities in the District's Building Fund. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting policies:

Financial Reporting Entity: The financial statements include the activity and balances of the Measure N General Obligation Bonds, only. The activities of the Measure N General Obligation Bonds are recorded along with other activities in the District's Building Fund. These financial statements are not intended to present the financial position and results of operations of the District as a whole.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The basic financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By State law, the District's Board of Trustees must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

Cash and Cash Equivalents: For the purpose of the financial statements, cash equivalents are defined as financial instruments with an original maturity of three months or less. Funds invested in the Sacramento County Treasury are considered cash equivalents.

Accounts Receivable: Accounts receivable are made up of amounts due from state and local agencies. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2023.

Accounting Estimates: The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 2 – CASH AND INVESTMENTS

Cash and cash equivalents at June 30, 2023 consisted of the following:

Cash in County Treasury	\$ 12,583,288
Cash with Fiscal Agent	<u>8,538,746</u>
Total	<u>\$ 21,122,034</u>

Cash in County Treasury: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest bearing Sacramento County Treasurer's Pooled Investment Fund. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited monthly into participating funds. Any investment losses are proportionately shared by all funds in the pool. Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the Pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required. In accordance with applicable state laws, the Sacramento County Treasury may invest in derivative securities with the State of California. However, at June 30, 2023 the Sacramento County Treasurer has represented that the Treasurer's pooled investment fund contained no derivatives or other investments with similar risk profiles.

Cash with Fiscal Agent: Cash with Fiscal Agent represents funds held by Fiscal Agents restricted for capital projects and repayment of General Obligation Bonds. The District holds their fund with the Sacramento County Treasurer. The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interfund Activity: Interfund activity is reported as either loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2023, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of State law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2023, the District had no concentration of credit risk.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 3 – FUND BALANCE CLASSIFICATION

Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications are nonspendable, restricted, committed, assigned and unassigned. The fund balance of the Measure N General Obligation Bonds is restricted, as described below.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. The fund balance for Measure N is restricted for expenditures allowable under the bond authorization.

NOTE 4 – PURPOSE OF BOND ISSUANCE

Bond Authorization: By approval of the proposition by at least 55% of the registered voters voting on the proposition at an election held on November 4, 2008, the Center Joint Unified School District shall be authorized to issue and sell bonds of up to \$500 million in aggregate principal amount. The summarized text of the ballot language was as follows:

Purpose of Bonds: The proceeds of the Bonds may be used:

"To acquire, construct, and improve school facilities, including building new schools and classrooms to reduce student overcrowding, improving existing schools for greater energy efficiency and increased access to computers and technology, and qualify the District for approximately \$250,000,000 in State funds, shall the District issue up to \$500,000,000 in bonds at legal interest rates, with a citizens' oversight committee, annual audits, no money for administrator salaries, and provided funds cannot be transferred to the State?"

As required by the California Constitution, the proceeds from the sale of bonds will be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Bond Project List: The Bond Project List, which is an integral part of the proposition, lists the specific projects the District proposes to finance with proceeds of the bonds. Listed repairs, rehabilitation projects and upgrades will be completed as needed at individual campuses. Each project is assumed to include its share of costs of the election and bond issuance, architectural, engineering and similar planning costs, construction management and customary contingency for unforeseen design and construction costs. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. In addition, certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Therefore, the Board of Trustees cannot guarantee that the bonds will provide sufficient funds to allow completion of all listed projects.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 5 – GENERAL OBLIGATION BOND ISSUANCES

The bonds are general obligations of the District, and Sacramento County is obligated to levy ad valorem taxes for the payment of and interest on, the principal of the bonds. The Bond Interest and Redemption Fund is maintained by the County Treasurer and is used to account for both the accumulation of resources from ad valorem tax levies and the payment of interest and redemption of principal of the bonds issued by the District.

On July 2, 2020, the District issued General Obligation Bonds, Election of 2008, Series 2020A totaling \$12,150,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. Repayment of the bonds is made from the ad valorem taxes to be levied annually upon all property subject to taxation by the District.

On December 1, 2021, the District issued General Obligation Bonds, Election of 2008, Series 2021B totaling \$43,000,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 3.0% to 4.0% and are scheduled to mature through August 2051.

On December 22, 2022, the District issued General Obligation Bonds, Election of 2008, Series 2022C totaling \$12,435,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 4.0% to 5.0% and are scheduled to mature through August 2046.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Center Joint Unified School District
Antelope, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure N General Obligation Bonds (the "Bonds") activity of Center Joint Unified School District (the "District") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's Measure N General Obligation Bonds activity financial statements, and have issued our report thereon dated December 1, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Center Joint Unified School District's internal control over Measure N General Obligation Bonds activity financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Center Joint Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Center Joint Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Center Joint Unified School District's Measure N General Obligation Bonds activity financial statements are free from material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Crowe LLP". The signature is written in a cursive, flowing style.

Crowe LLP

Sacramento, California
December 1, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF AUDIT FINDINGS AND RECOMMENDATIONS
For the Year Ended June 30, 2023

No matters were reported.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MEASURE N GENERAL OBLIGATION BONDS
SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended June 30, 2023

No matters were reported.

**CITIZENS' BOND OVERSIGHT COMMITTEE OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT**

**2022-2023 FISCAL ANNUAL REPORT
RELATING TO MEASURE N**

I. INTRODUCTION

On November 4, 2008, voters in the Center Joint Unified School District approved Measure N authorizing \$500 million in General Obligation Bonds to acquire, construct, and improve school facilities, including building new schools and classrooms to reduce student overcrowding, improve existing schools for greater energy efficiency, and increase access to computers and technology. In June 2020, the District sold the first series of bonds from Measure N, Series 2020A, in the amount of \$12.15 million and the transaction closed in July 2020. This bond sale triggered the requirement for a Citizens' Bond Oversight Committee (CBOC) pursuant to Education Code Section 15278. Therefore, the Citizens' Bond Oversight Committee (CBOC) of the Center Joint Unified School district was formed. The CBOC, consisting of at least seven members to serve for a minimum term of two years without compensation and for no more than three consecutive terms, is required under Proposition 39 to present an annual report to the District Board of Trustees and advise the public as to whether the District is in compliance with Article XIII A of the California Constitution which states that bond proceeds must only be spent on those projects specified in the bond ballot and in the resolution approved by the Board. The annual report will be made available on the District's website.

II. 2022-2023 MEMBERSHIP OF THE CJUSD CBOC

1. Kelly Kelley, Chair, (At Large Community Member)
2. Karinne Falcon, Vice-Chair, (Parent or guardian active in the CJUSD PTA or School Site Council)
3. Kourtney Hobart, Secretary, (Parent or guardian active in the CJUSD PTA or School Site Council)
4. Cecelia Linder, Member (Senior Citizens' Organization Member)
5. Vacant
6. Vacant
7. Vacant

III. SUMMARY OF PROCEEDINGS AND ACTIVITIES

The CBOC met twice in 2022-2023 to receive, discuss, and review information pertaining to bond expenditures and projects on the following dates:

Meeting Date	Topics
12/06/2022	Member resignation and additions. Building project updates: CTE buildings, Rex Fortune Elementary, HVAC upgrades. Master Program Budget update. Audit report. Annual Report.
06/06/2023	Election of CBOC positions. Building project updates: CTE buildings, Rex Fortune Elementary, HVAC upgrades. Master Program Budget update. Tour of Rex Fortune Elementary.

IV. FINANCIAL REPORT FOR THE 2022-2023 FISCAL YEAR

The District's Board of Trustees is responsible for monitoring, prioritizing projects, and approving the spending for each project. The CBOC reviews and reports on the expenditures of Measure N proceeds. By reporting on the proper expenditure of funds and holding the District accountable for their decisions, the CBOC may have an impact on spending decisions.

Measure N Beginning Balance on July 1, 2022	\$38,461,966
Revenue	\$536,742
Expenditures	\$27,604,482
Other Financing Sources	\$12,407,464
Measure N Ending Balance on June 30, 2023	\$23,801,690

V. PROJECTS

Project (Measure N Funded)	In-Progress Project Budgets	Status Summary	2022-2023 Expenditures
Rex Fortune ES Building Project	\$413,063	Rex Fortune opened in August 2023. The project is estimated to be closed out by February 2024.	\$24,377,698
Center HS CTE Construction Program	\$531,475	The CTE buildings opened in August 2023. The projects are estimated to be closed out by February 2024.	\$910,537
Center HS CTE Information/Communication Technology Program	\$572,848	The CTE buildings opened in August 2023. The projects are estimated to be closed out by February 2024.	\$1,214,710
Center HS Modernization Project	\$6,553,263	The project is estimated to be completed by August 2025.	\$0
Center HS HVAC	\$581,222	The project is estimated to be completed by December 2023.	\$206,651
North Country ES Modernization Project	\$6,478,229	The project is estimated to be completed by August 2025.	\$43,283
North Country ES HVAC Project	\$640,344	The project is estimated to be completed by February 2024.	\$3,633
Oak Hill ES Modernization Project	\$3,102,649	The project is estimated to be completed by December 2024.	\$78,909
Program Management	\$959,128		\$192,035
Bond Issuance Costs	\$0		\$577,026
TOTAL	\$19,832,221		\$27,604,482

VI. CONCLUSION

The CBOC finds that the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution. After review of all Measure N revenues and expenditures, the CBOC concludes that all funds were used for the purpose of construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and that no money was used for staff salaries or benefits or other school operating expenses.

At the District's Board of Trustees meeting on January 17, 2024, a member of the CBOC presented the Annual Audit Report. This report, conducted per the requirements of Proposition 39, included an audit of Measure N expenditures and resulted in a clean audit with no findings.

Agenda Item: XIII-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
SUBJECT: Adoption of Minutes from December 20, 2023 Regular Meeting

Initials:
SL

☒ Action Item ☐ Information Item Attached Pages 7

BACKGROUND:

The minutes from the following meeting are being presented:

Wednesday, December 20, 2023 Regular Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the December 20, 2023 Regular Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING District Board Room Center Joint Unified School District Annex 3243 Center Court Lane, Antelope, CA 95843

Wednesday, December 20, 2023

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Pope called the meeting to order at 5:37 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson (*not in attendance during Closed Session*),
Mr. Ballin, Mr. Bruno (*participated remotely*), Mrs. Pope,
Mrs. Sammons

Administrators Present: Scott Loehr, Superintendent (*participated remotely*)
Chris Borasi, Director of Personnel & Student Services
Lisa Coronado, Director of Fiscal Services
Mike Jordan, Director of Curriculum, Instruction & Special
Education
Richard Putnam, Director of Facilities

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation – **Superintendent** (G.C.§54957)
2. Student Expulsions/Readmissions (G.C. §54962)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION - none

CLOSED SESSION - 5:37 p.m.

OPEN SESSION - CALL TO ORDER - 6:00 p.m.

It was announced that Superintendent Loehr was participating remotely and Trustee Bruno was participating remotely from Mexico. It was also noted that Trustee Anderson is on her way.

FLAG SALUTE –

The Flag Salute was led by Adrianna Sammons.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

1. Public Employee Performance Evaluation – **Superintendent** (G.C.§54957) – no action was taken
2. Student Expulsions/Readmissions (G.C. §54962)
Student Readmission 22/23-02 – Recommendation approved.

Motion: Ballin
Second: Sammons

Ayes: Ballin, Bruno, Pope, Sammons
Noes: None
Absent: Anderson

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION (continued)

Student Suspended Expulsion 23/24-01 – Recommendation approved.

Motion: Sammons

Second: Ballin

Ayes: Ballin, Bruno, Pope, Sammons

Noes: None

Absent: Anderson

Student Stipulated Expulsion 23/24-03 – Recommendation approved.

Motion: Ballin

Second: Sammons

Ayes: Ballin, Bruno, Pope, Sammons

Noes: None

Absent: Anderson

ADOPTION OF AGENDA

There was a motion to bring this item to the floor.

Motion: Bruno

Second: Sammons

There was a motion to approve the adoption of the agenda as amended: Consent agenda #2 was removed, and Business Item C will be moved to the beginning of Business Items.

Motion: Bruno

Second: Sammons

Ayes: Ballin, Bruno, Pope, Sammons

Noes: None

Absent: Anderson, Ortega-Student Board Rep

RECOGNITIONS

Recognition of the Certificated and Classified Employees of the Year from Dudley Elementary School – Brett Homesley, Principal at Dudley Elementary School, spoke about Linda Davis and Amy Limoges. He presented both of them with plaques.

ORGANIZATION REPORTS

1. CUTA – Heather Woods, Vice President, was not available to report.
2. CSEA – Niesha Harris-Knott, President, was not available to report.

Mr. Loehr noted that Ms. Knott had said that she did not have a report and Mrs. Woods had let him know that this was a busy time of year and she was double booked. She sent a Happy Holidays and a Happy New Year.

REPORTS/PRESENTATIONS

1. **Board Member Annual Residency Verification** – Scott Loehr, Superintendent, reported that all five Board Members have met residency criteria that is within the district.

Trustee Anderson arrived at the meeting at 6:11 p.m.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Public Comments In-Person: Kat Brooks spoke about Oak Hill's Blankets of Hope Fundraiser.

Public Comments Online: None

CONSENT AGENDA

1. Approved Adoption of Minutes from November 15, 2023 Regular Meeting
2. *This item has been pulled from the agenda.*
3. Approved Change of March 2024 Board Meeting Date
4. Approved Donation of \$15,000 from the Winn Foundation for CHS Geometry and Construction Program
5. Approved Classified Personnel Transactions
6. Approved Certificated Personnel Transactions
7. Approved Changes to 2024-2025 and 2025-2026 School Year Calendars to Reflect Tentative Agreement with CUTA for added Workday for Certificated Staff
8. Approved the District and CSEA's Proposed Reopeners for the 2023-2024 and 2024-2025 School Years
9. Approved Revision to the Fiscal Year 2023-2024 Service Agreement between Center Joint Unified School District and Sunrise Recreation & Park District for the Expanded Learning Opportunities Program (ELO-P)
10. Ratified CORE Learning -- 3rd-8th grade Online Academy & Professional Development Learning Opportunities
11. Approved Professional Services Agreement: Mad Science of Sacramento Valley, for Fire & Ice Assembly/Science Night – Oak Hill
12. Approved 2024/25 AVID Contract Renewal
13. Approved List of Surplus Books to Recycle/Discard – Oak Hill
14. Approved Agreement between SyTech Solutions and Center Joint Unified School District for Scanning and Destruction of District Blueprints
15. Approved Reimbursement Agreement between the City of Roseville and Center Joint Unified School District in Regards to the Adventure Club at Rex Fortune Elementary School.
16. Approved Agreement between Entek Consulting Services, Inc and the Center Joint Unified School District to Provide Pre-Renovation Hazardous Material Survey Services for the Center High School Modernization Project
17. Approved Disposal of Surplus Items:
 - Kenmore Coldspot Refrigerator, Model 8634010 – Asset Tag #001287CNUSD
 - U.S. Range Oven, Model S-6-26 – Asset Tag #003125CNUSD
18. Approved CJUSD Citizens' Bond Oversight Committee Members
19. Approved ThrivePass Flexible Spending Accounts (FSA) Plan Document, Amended and Restated January 1, 2024
20. Approved Payroll Orders: November 2023
21. Approved Supplemental Agenda (Vendor Warrants): November 2023

Motion: Ballin
Second: Sammons

Ayes: Anderson, Ballin, Bruno, Pope, Sammons
Noes: None
Absent: Ortega-Student Board Rep.

BUSINESS ITEMS

C. **APPROVED - Annual Organizational Meeting for Governing Board**

There was a motion to bring this item to the floor.

Motion: Anderson
Second: Bruno

BUSINESS ITEMS (continued)

There were no public comments. Trustee Pope opened the nominations for Officers of the Board for 2024.

- 1) **Office of the Board President:** Trustee Bruno made a motion to nominate Trustee Anderson as President of the Board, seconded by Trustee Ballin. This was Board approved.
Ayes: Ballin, Bruno, Pope, Sammons
Noes: None
Abstain: Anderson
Absent: Ortega-Student Board Rep
- 2) **Clerk of the Board:** Trustee Pope made a motion, seconded by Trustee Anderson, to nominate Trustee Bruno as Clerk of the Board. This was Board approved.
Ayes: Anderson, Ballin, Pope, Sammons
Noes: None
Abstain: Bruno
Absent: Ortega-Student Board Rep
- 3) **Board Representative to the County School Board's Association:** Trustee Sammons made a motion, seconded by Trustee Anderson, to nominate Trustee Pope to serve as Board Representative to the Sacramento County School Board's Association. This was Board approved.
Ayes: Anderson, Ballin, Bruno, Sammons
Noes: None
Abstain: Pope
Absent: Ortega-Student Board Rep
- 4) **Date, Time, Place of Board Meetings:** Trustee Anderson made a motion, seconded by Trustee Pope, to continue meeting at 6:00 p.m. (start of Open Session) on the third Wednesdays of the month, with special meetings to be held on the first Wednesdays whenever possible. Meetings will continue to be held in the District Board Room. This was Board approved.
Ayes: Anderson, Ballin, Bruno, Pope, Sammons
Noes: None
Absent: Ortega-Student Board Rep

RECESS: At 6:20 p.m., the Board recessed the regular meeting of the Center Joint Unified Board of Trustees to convene the Organizational Meeting of the Board of Directors of the CJUSD Financing Corporation. The Board adjourned the CJUSD Financing Corporation meeting at 6:22 p.m.

A. Independent Audit Report for Fiscal Year 2022-2023

There was a motion to bring this item to the floor.

Motion: Sammons
Second: Ballin

Lisa Coronado introduced Jen Aras from Crowe. Jen Aras covered the audit. There were no public comments. There was no Board discussion.

BUSINESS ITEMS (continued)

B. APPROVED - First Interim Report for Fiscal Year 2023-24

There was a motion to bring this item to the floor.

Motion: Sammons

Second: Ballin

Lisa Coronado gave an overview of the First Interim Report. There was Board discussion. There were no public comments. There was a motion to approve this item.

Motion: Pope

Second: Sammons

Ayes: Anderson, Ballin, Bruno, Pope, Sammons

Noes: None

Absent: Ortega-Student Board Rep

D. APPROVED - Second Reading: Policies, Regulations and Exhibits

Board Policy 0410 - Nondiscrimination in District Programs and Activities

Board Policy 1160 - Political Processes

Board Policy 1312.2 - Complaints Concerning Instructional Materials

Administrative Regulation 1312.2 - Complaints Concerning Instructional Materials

Exhibit(1) 1312.2 - Complaints Concerning Instructional Materials

Board Policy 1312.3 - Uniform Complaint Procedures

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Administrative Regulation 1330 - Use of School Facilities

Administrative Regulation 3311 - Bids

Administrative Regulation 3311.3 - Design-Build Contracts

Board Policy 3312 - Contracts

Board Policy 3460 - Financial Reports and Accountability

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Board Policy 4151/4251/4351 - Employee Compensation

Administrative Regulation 4217.3 - Layoff/Rehire

Board Policy 5145.3 - Nondiscrimination/Harassment

Board Policy 6143 - Courses of Study

Administrative Regulation 6143 - Courses of Study

Board Policy 6161.1 - Selection and Evaluation of Instructional Materials

Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials

Exhibit(1) 6161.1 - Selection and Evaluation of Instructional Materials

Board Policy 6161.11 - Supplementary Instructional Materials

Board Policy 6163.1 - Library Media Centers

Board Policy 6162.5 - Student Assessment

Administrative Regulation 7140 - Architectural and Engineering Services

There was a motion to bring this item to the floor.

Motion: Sammons

Second: Bruno

There were no public comments. There was no Board discussion. There was a motion to approve this item as a block.

Motion: Ballin

Second: Sammons

Ayes: Anderson, Ballin, Bruno, Pope, Sammons

Noes: None

Absent: Ortega-Student Board Rep

BUSINESS ITEMS (continued)

E. Discussion Regarding World Language Library Books

There was a motion to bring this item to the floor.

Motion: Sammons

Second: Anderson

Trustee Ballin gave a brief overview as to why he brought this forward. Mike Jordan, Director of Curriculum, Instruction & Special Education, shared information on the total number of library books at each site, number of English Learners at each site, languages spoken within CJUSD, and a spreadsheet of library books by language at each site. It was noted that the books in Spanish and Russian are checked out regularly. There was Board discussion. There were no public comments.

STUDENT BOARD REPRESENTATIVE REPORTS

1. Harmonie Ortega – was not available to report

BOARD/SUPERINTENDENT REPORTS

Mr. Bruno – had nothing to report

Mrs. Anderson

-wished everyone a wonderful Christmas and to be safe.

Mrs. Sammons

- noted that she hopes that everyone had a great Thanksgiving.
- attended her first CSBA conference; got lots of good information.
- attended a site tour on December 8th at Rex Fortune Elementary, Dudley Elementary and Oak Hill Elementary.
- thanked everyone who helped with the Teddy Bear Drive.
- noted that the Resource Center is still looking for shoes, jackets and things to keep students warm.
- noted that our students are able to check out Chromebooks if needed; parent/students will need to follow up with site staff or administration.
- wished everyone a Merry Christmas, Happy Holidays and a Happy New Year.

Mr. Ballin

- noted that he has just completed his first full year as a board member. Thanked all who have assisted him.
- noted that this is the second month that his family has encountered personal crises. Thanked the Board, Superintendent Loehr and the staff of North Country Elementary for year thoughts and well wishes during this trying time.
- noted that he hopes everyone had a great Thanksgiving holiday.
- wished all staff, students and families a blessed and safe December holiday.
- looks forward to seeing everyone next year.
- noted that all are welcome to attend the board meetings in person.
- noted that any comments on the district's social media is encouraged and emails are welcome.

BOARD/SUPERINTENDENT REPORTS (continued)

Mr. Loehr

- acknowledged that there was a tragic loss of Coach Sellers and noted his commitment and dedication to our district.
- noted that the land transfer petition is done; both committees have denied the petition.
- noted that Harmonie had sent an electric version of her report; Mr. Loehr noted that he forwarded her report to the Board by email.
- wished everyone a Happy New Year, and everyone get well.

Mrs. Pope

- thanked Adrianna for reiterating the information about Chromebooks.
- apologized to Trustee Ballin and the other Board members for not giving a chance to speak.
- attended the Cozy Craft & Cocoa at Oak Hill Elementary. It was an amazing event and well attended.
- congratulated the 4th and 5th grade students and teachers at Rex Fortune Elementary on their successful Robot parade.
- spoke to Dr Chen, Director of the STEM Education Program at UCD. He gave a brief overview of the program.
- asked how all of the elements we are doing come together.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, January 17, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*
- b. *Suggested Agenda Items:*
 - None

ADJOURNMENT – 7:18 p.m.

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Steve Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 01/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Classified Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Classified Resignations, Transfers, Promotions and New Hires.

RECOMMENDED BOARD ACTION:

Approve Classified Personnel Transactions as Submitted

Resignations

Mauricio Camarena-Ramirez resigned his position as College Career Coordinator for Center High School effective January 17, 2024.

Sarah Dean resigned her position as Instructional Specialist for North Country Elementary effective December 21, 2023.

Transfers

Jake Smith was transferred from an Instructional Specialist/PH to an Instructional Specialist for Dudley Elementary effective December 18, 2023.

Promotions

Shelbie Baker was promoted to Instructional Specialist/PH for Dudley Elementary effective December 22, 2023.

New Hires

Sean Byrd was hired as a Custodian for Dudley Elementary effective December 13, 2023.

Yadwinder Hans was hired as a Cafeteria Worker for Rex Fortune Elementary effective December 13, 2023.

Sara James was hired as a Bus Attendant for Transportation effective January 9, 2024.

Albert Johnson was hired as an Instructional Specialist/PH for Spinelli Elementary effective December 20, 2023.

Shane McLafferty was hired as a Technology Specialist effective January 16, 2024.

Cecily Torres was hired as a Cafeteria Worker for Wilson C Riles Middle School effective January 9, 2024.

Agenda Item: XIII-3



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 01/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Certificated Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Certificated Resignation, Promotion and New Hires.

RECOMMENDED BOARD ACTION:

Approve Certificated Personnel Transactions as Submitted

Teacher Transfers

Allison Kent was transferred from Principal for Wilson C. Riles Middle School to Principal on Special Assignment effective January 8, 2024.

Promoted

Brett Homesley was promoted to Principal for Wilson C. Riles Middle School effective January 8, 2024.

Melissa Tackett-Oliver is to be promoted to Principal for Dudley Elementary School effective January 22, 2024.

New Hires

Stormii Wright was hired as a Special Education Teacher Intern- Mild/Moderate for Wilson C. Riles Middle School effective January 8, 2024.

Nyna Cannon was hired as a Special Education Teacher Intern-Mild/Moderate for Spinelli Elementary effective January 8, 2024.

Frances Worm was hired as an Elementary Teacher for Spinelli Elementary effective January 8, 2024.

Melissa Gomez was hired as a Math Teacher Intern for Wilson C. Riles Middle School effective January 8, 2024.

Agenda Item: XIII-4



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 1/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Melissa Oliver, Assistant Principal Oak Hill

Initials:
PS

SUBJECT: Contract with Conservation Ambassadors for School Wild Life Assemblies.

☒ Action Item

☐ Information Item

Attached Pages _____

BACKGROUND:

Consultant's Name: Conservation Ambassadors

Company Name (if applicable):

Services to be Rendered: 3 School Wild Life Assemblies for grades Tk-1, 2-4, 5-6

Date(s) of Service: 2-13-2024

Payment Per Hour:

Total Amount of Contract: \$1600

Funding Source: Title 1 Funds

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the Contract with Conservation Ambassadors for School Wild Life Assemblies on 2/13/2024

Agenda Item: XIII-4

Conservation Ambassadors, Inc.
2445 Adobe Road
Paso Robles, CA 93446
805 391-0604
info@zootoyou.org



BILL TO

Oak Hill Elementary (Antelope)
3909 North Loop Blvd.
Antelope, CA 95843

INVOICE 2741

DATE 12/19/2023 **TERMS** Date of
Presentation

DUE DATE 02/13/2024

PROGRAM DATE

February 13, 2024

PROGRAM START TIME

9:30am, 10:30am, 1:45pm

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/13/2024	School Wildlife Assembly	School wildlife assembly	1	600.00	600.00
02/13/2024	School Wildlife Assembly (Each Additional)	Each additional same day program.	1	500.00	500.00
02/13/2024	School Wildlife Assembly (Each Additional)	Each additional same day program.	1	500.00	500.00

TOTAL DUE

\$1,600.00

Gabe Kerschner, Director
(530) 878-2618
programs@wildthingsoutreach.org

P.O. Box 191
Weimar, CA 95736
www.wildthingsoutreach.org

W-9: <https://tinyurl.com/cons-amb-w9>

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Conservation Ambassadors Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ **501 C3 corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **EXPT**
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2445 Adobe rd

6 City, state, and ZIP code
Paso Robles California 93446

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

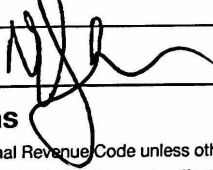
7	7	-	0	3	1	0	8	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **1/1/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Brett Homesley, Principal **Initials:**
BH
SUBJECT: Assist Team LLC MOU for the Structured Sports Development Program at Wilson C. Riles Middle School

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

Services to be rendered: Through STEAM based curriculum, coaches will provide sport activities for recess/lunch, Fitness and Nutrition Sessions, and support the physical education classes for Wilson C. Riles Middle School students.

Dates of Service: January 16, 2024 - May 29, 2024

Payment Per Year: \$49,484.00

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the Assist Team LLC MOU for the Structured Sports Development Program at Wilson C. Riles Middle School.



916.692.5239
Info@StructuredSports.org
StructuredSports.org
3835 North Freeway Blvd Suite 250
Sacramento, CA 95834

Assist Team LLC MOU For Wilson C. Riles Middle School In Center USD

This agreement specifies the expectations of the partnership between Wilson C. Riles Middle School and Assist Team LLC for the 2023/2024 school year. Services to Wilson C. Riles Middle School will be provided as broken down below.

Company background:

Assist began servicing elementary school sites in 2015 through our recess enhancement program. Today, Assist is in 7 school districts servicing recess and after school programs for both elementary schools and middle schools. Stats for the 22/23 school year equate to 96 school sites served with over 250 staff members employed throughout California.

Proof of ability to perform:

As an Educator's Best First Job™, we staff and develop community members who want to have a career in education and/or coaching youth. We have a robust backend corporate leadership team for all employment & accounting functions including HR, payroll, insurance, training & development, curriculum/grant/sponsorship writers, and admin supports.

Insurance requirements:

Assist meets insurance requirements for all mandatory coverages including:

- Commercial General Liability w/ umbrella liability coverage
- Auto liability for company vehicles for transport of individuals and equipment
- Staff parking on school campus insurance coverage
- Workers Compensation coverage
- Abuse and molestation insurance coverage

If a sample certificate of insurance is needed please request and we will provide.

Staff trainings:

We have six levels of coaching staff: Lead, Enhancement, Senior Enhancement, District Leader, Senior District Leader and Regional District Leader. All staff members complete required trainings along with trainings for their specific positions (Proprietary In House Trainings) that include:

Required Trainings		In House Trainings	
Mandated Reporter	Emergency Situations	Promotional Position Specific Trainings	20 hours of supervised in field training
Sexual Harassment	Conflict Prevention/Management	Active Supervision W/ Students	Curriculum Implementation
Active Shooter	Heat Illness Prevention	PBIS/SEL/Character Education	Student Leadership
Company and District Policies	Professionalism On Site	Effective Communication	Student and Staff Support

Staff clearances:

Assist will follow any and all district required clearance procedures for staff members. Additionally, all Assist staff will always be fingerprinted, TB tested, and go through Mandated Reporter and Sexual Harassment trainings.

LEA funding sources:

District & school partners utilize multiple funding sources to bring in Assist services. These funding sources include:

- Title I
- Esser
- ELOP

Program break down:

Assist will provide two staff members for your campus, along with all materials, equipment, curriculum, and quality control through our District Leadership Team. Staff members will invite students to participate in a structured sports based activity during recess and lunch times based on our daily curriculum. Please see section below for a breakdown of our Program Design.

Assist provides field operators and support through our management team of District leaders & Regional district leaders. These field operators conduct supply/equipment checks, liaison to school site admins, quality control for staffing, evaluations/development for front line staff, reporting data, and other managerial requests.

Our staff can not discipline students, any behavioral issues will be passed off to Yard Supervisor staff. Assist provides staff members with indoor curriculum for use during inclement weather days. Assist staff may not be in a classroom alone with students, a yard supervisor, teacher, or admin will need to be present in each classroom or the main class door can be open with a school staff member overseeing two Assist classrooms. Our staff members are not yard supervisors and are not to be used for these responsibilities, they are only trained to conduct our programming.

Program design:

All curriculum has been created by Assist and implements Character Education, PBIS, SEL and STEAM based applications into our daily lessons. Staff will gather students, teach the "Word Of The Day", explain and run the sports based activity, pause constantly for positive reinforcement, and introduce a take home mission during our reflective conversations at the end of each session.

Recess/Lunch session breakdown:

1. Staff encourage students to play in the activity
2. Staff teach the character trait of the day
3. Staff explain the activity for the day and select students to be "leaders" amongst the group
4. The activity is designed to be paused multiple times for positive reinforcement purposes through highlighting, Praise Correct Praise (PCP), and Assist Wristbands.

-
5. Activities end 3 minutes before recess is over to allow the students to recenter themselves, review the Word of The Day, ask questions pertaining to the lesson plan, introduce the daily mission, and for any last minute water/rest breaks needs before students line up.

FAN (Fitness and Nutrition) session breakdown - only on select campuses where there are gaps larger than 20 minutes in programming.

1. Schools determine a set schedule where 1 class is sent out per FAN time block
2. Teachers will bring out their class during their time block to participate in the activity
3. Teachers are free to utilize this time for a much needed break or Prep Time
4. Assist staff introduce a fitness and nutrition based lesson to the class
5. Students lead stretches and exercises
6. Assist staff explain the activity for the day and select students to be "leaders" amongst the group
7. The activity is designed to be paused multiple times for positive reinforcement purposes through highlighting, Praise Correct Praise (PCP), and Assist Wristbands.
8. Activities end 3 minutes before time block is over to allow the students to calm down, review the FAN Lesson, any last minute water needs, and to line up the students for their teachers
9. Teachers arrive to pick up their students on time.

Support With Physical Education:

Assist staff members are able to support PE teacher's in operating their daily classes, prior to commencement of services a meeting will be held to outline support needed and set daily expectations. Our staff are able to lead activities with students during PE times. If approved by the campus, our FAN curriculum as discussed directly above can be implemented for these time blocks as well.

Cost of program:

Start Date: 1/16/24 **End Date:** 5/29/24 **Hours Per Day:** 4 **Cost Per Hour:** \$139.00

5 Days Per Week - 89 Total Days Of Service

Total Cost Of Programming	\$49,484.00
---------------------------	-------------

Service Specifics:

Days of Programming Per Week: 5 Days

Days Of Service: Monday Through Friday

Service on Minimum Days: Yes

Service on Early Out Days: Yes

Invoices and billing formula:

Invoices will be sent on the last weekday of the month to the appropriate contact provided by the school/district. Invoices are based on total days serviced. Our cost basis of **\$139.00 per hour** is fully inclusive and provides two staff members. In rare cases where one staff member is present you will be billed half of the hourly rate - \$69.50. In rare cases where no staff member is present you will not be billed for that day. Assist will notify your front office if there are any staffing constraints as early as possible.

Term for payment

Payment terms are on a net 30. We complete 30 days of service or end of calendar month (which ever occurs first) and bill for work completed. We request that our invoice is paid no later than 30 days to avoid disruption of services. Information on an invoice will either be approved or contested within 5 business days of submittal or service

Termination Clause:

Both Wilson C. Riles Middle School and Assist Team LLC have the ability to terminate this MOU with expressed written notice for:

- Lack of services, including dissatisfaction with performance
- Changes in funding priorities or lack of funds
- Challenges faced with programming

School Site And District Responsibilities:

The school site and district will secure funding of \$49,484 for total funding of this contract. Invoices will be submitted as detailed above, with a Net 30 term for payment as expressed above.

Signatures:

Assist Team LLC: _____ Date: _____

Wilson C. Riles Middle School:  _____ Date: 1-9-24

Center Unified School District: _____ Date: _____

Agenda Item: XIII-6



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

INITIALS: RP

SUBJECT: Agreement between Sheltons Unlimited Mechanical Services Inc. and Center Joint Unified School District to replace the HVAC system at the CHS Library

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

BACKGROUND:

This estimate is to replace the HVAC system at the Center High School Library. This includes five (5) 5 ton units and one (1) 2 1/2 ton unit to be installed.

This includes labor, fuses, 3 phase disconnect, drain pan, misc. plumbing and electrical, freon recovery and reclaim and leak check, weld, and evacuating the systems.

Cost to replace the HVAC system is \$184,184.00

RECOMMENDED BOARD ACTION:

The Board of Trustees approve moving forward with work to replace the HVAC system at the Center High Library.

Agenda Item: XIII-6



Sheltons Unlimited Mechanical Services Inc.
 PO Box 488
 North Highlands, CA 95660 US
 916-769-8253
 jerry@sheltonsunlimited.com
 SheltonsUnlimited.com

Estimate

ADDRESS

CJUSD-MOFT
 Fax 916-338-6339

SHIP TO

CJUSD-MOFT
 CJUSD-MOFT
 8408 Watt Ave.
 Antelope, CA 95843

ESTIMATE # 1120

DATE 12/01/2023

P.O. NUMBER

CHS Library

SALES REP

JS

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CONDENSING UNIT	Bryant 5 ton 3 phase condensing unit 208/230 volt	5	7,859.39	39,296.95T
	EVAPORATOR COIL	Bryant 5 ton Horizontal evaporator coil	5	1,999.89	9,999.45T
	HEATERS	Bryant 95% 120K btu heater 24" w/DTCT	5	4,449.89	22,249.45T
	FREON RECOVERY	Freon recovery	6	85.00	510.00T
	FREON RECLAIM	Freon reclaim per pound	60	99.00	5,940.00T
	L.W.E.	Leak Check, Weld, Evacuate system	6	99.00	594.00T
	CONDENSING UNIT	Bryant 2 1/2 ton 1 phase condensing unit	1	6,758.59	6,758.59T
	EVAPORATOR COIL	Bryant 2 1/2 ton horizontal coil	1	1,745.99	1,745.99T
	HEATERS	Bryant 95% 80K btu heater	1	3,946.89	3,946.89T
	3 Phase Disconnect	3 phase disconnect with fuses up to 30 amps	6	1,099.89	6,599.34T
	60 Amp Fuse	60 Amp 250 Volt fuses FRNR	17	89.89	1,528.13T
	Misc Plumbing	Misc Plumbing	6	375.00	2,250.00T
	Misc. Electrical	Miscellaneous electrical. Wire nuts, tape, cable ties, etc.	6	150.00	900.00T
	Misc. Electrical Fittings	1/2" Misc. Conduit Fittings ie. sweeps, couplings, adapters.	6	750.00	4,500.00T
	7/8"x3/4" Armaflex Insulation	7/8" x 3/4" Armaflex pipe insulation per foot	300	15.99	4,797.00T
	Center USD Labor	Center USD special pricing on labor.	1	62,500.00	62,500.00
	Drain Pan	drain pan with safety switch	4	329.00	1,316.00T

We accept all Major credit cards.

Checks can be mailed to:

PO box 488 North Highlands CA 95660

Estimate to change out Library HVAC systems. 6 systems total

SUBTOTAL

175,431.79

TAX

8,752.21

TOTAL

\$184,184.00

Agenda Item: XIII-7



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

INITIALS:
RP

SUBJECT: Agreement between Terracon and Center Joint Unified School District to provide Special Inspections and Testing services for the Center High School Modernization Project - DSA #02-117487

☒ **Action Item**

☐ **Information Item**

Attached Pages 17

BACKGROUND:

The Center High School Modernization project requires special inspection and testing services related to the modernization of the school site. CPM solicited proposals from two special inspection and testing companies for services related to the scope of work as approved by DSA. After a review, Terracon offered the best value to the District.

This agreement is to be billed on a monthly basis on time and material rates as shown on the Terracon rate sheet.

Agreement amount not to exceed THIRTY-SIX THOUSAND, NINE HUNDRED SEVENTY-FIVE AND NO CENTS (\$36,975.00)

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the agreement between Terracon and Center Joint Unified School District to provide special inspection and testing services for the Center High School Modernization Project.

Agenda Item: XIII-7

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 18th day of January in the year 2024 (“EFFECTIVE DATE”), by and between the Center Joint Unified School District, hereinafter referred to as (the “DISTRICT”), and Terracon, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for North Country Modernization Project located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as **EXHIBIT “A”** (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

3. Contract Term. The effective period of this AGREEMENT is to be from:

January 18th, 2024 through June 30th, 2025.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off.

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections or by the following day by latest, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special

inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may only be terminated without cause by the DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion; provided that DISTRICT continues to pay all undisputed amounts as set forth herein. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY") upon receipt of final payment. The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days; provided, however, that CONSULTANT may retain one copy of its work product for its internal record-keeping purposes. CONSULTANT is not liable for any unauthorized reuse or modification of its work product.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT on a Time and Materials basis in accordance with the CONSULTANT's estimate dated November 9th, 2023 and the 2023-2025 Schedule of Fees and Services including the Basis of Charges attached therein as EXHIBIT "A", for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed **THIRTY-SIX THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$36,975.00)** for performing all the basic services detailed in Article II and EXHIBIT "A" without the prior written approval of the DISTRICT. CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation. The DISTRICT will pay CONSULTANT no later than thirty days from receipt of CONSULTANT's invoice.

b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's reasonable control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing.

ARTICLE VIII

MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability to the extent arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages caused by CONSULTANT'S negligence for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers or employees;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by the negligence of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent

contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of any negligent performance of the CONSULTANT related to this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the negligence, or willful misconduct of the DISTRICT, its officers, or employees.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for reasonable attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) annual aggregate and automobile liability insurance with

limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and property damage liability, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including limited contractual liability, with limits of \$1,000,000, per claim, and annual aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event, CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to

CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT, TERMS FOR SERVICE OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

15. CONSULTANT will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of CONSULTANT's profession practicing in the same or similar locality at the time of performance.

16. CONSULTANT shall not be responsible for: (i) construction means and methods, techniques, sequences, procedures, or safety precautions, and programs in connection with the Project; (ii) the failure of any third party not under contract to CONSULTANT, to fulfill their respective contractual responsibilities to the DISTRICT or to comply with federal, state, or local laws, regulations and codes; or (iii) procuring permits, certificates, and license required for any construction. CONSULTANT shall not have the authority to direct, control or stop construction of contractors' work.

17. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue, loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

DISTRICT:

Terracon

Center Joint Unified School District

By: **King,
Ryan R.**
Digitally signed by King, Ryan R.
DN: cn=King, Ryan R.,
ou=General Users
Date: 2024.01.08 10:29:12 -
08'00'

By: _____

Ryan King
Office Manager/Principal

Mr. Richard Putnam
Director of Facilities

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

David A. Soldani, Esq.
Attorneys for Center Joint Unified School District

EXHIBIT A

Refer to the attached Terracon Engineering Labs, Inc. Reference #PNB231252 dated November 9th, 2023 for the scope, estimate and rate sheet.

AGREEMENT FOR SERVICES

Reference Number: PNB231252

Date of Agreement: 11/09/2023

EXHIBIT A Project Information

Center High School (HS) Modernization Phase 2 project located at 3111 Center Court Lane in Antelope CA 95844 of Sacramento County.

This Project includes but is not limited to the following modernization and site improvements at an existing high school:

- Parking lot and drop off area regrading, repaving, and striping, new concrete ramps, stairs, and handrails, site concrete walk replacement, and site landscape and irrigation replacement.
- Door and hardware replacement, accessible upgrades to staff and student toilet rooms including replacement of finishes, plumbing fixtures, partitions and accessories.
- Interior finish work including new carpet, sheet vinyl flooring and painting.
- Lighting and ceiling tile replacement, HVAC Systems replacement, and Campus fire alarm system upgrades.

EXHIBIT B Scope of Services

Terracon will provide construction materials and testing services as needed throughout the project, on an as-requested basis. Our understanding of the required construction materials services for this project is based on our experience with similar projects. Our scope was based on the review of DSA 02-117487 Drawing package (137 total sheet) prepared by Nacht & Lewis Architects, DSA dated 11/08/2019 (Civil Sheets prepared by Warren Consulting Engineers, Structural Sheets prepared by Barrish & Pehlman Engineers). At the time this proposal was prepared, DSA 103 dated 3/29/2019 was available for our review. This estimate is based on our experience with similar projects and review of the Request for Proposal #23-04 Phase 2 which was available online.

Even though the DSA 103 Form did not reflect any soils testing, we anticipate the need for compaction testing on the aggregate base (AB) supporting the new pavement sections, so we budgeted a very small amount of visit incase the need arises. Generally we budget on the order of 0.6 to 0.8 percent of over-all construction costs. In this case, the engineered estimate was on the order of \$14M; however based on the DSA 103 Form requirements, we don't see the requirement to be on that order of construction costs.

The general services estimated to be provided by Terracon on this project may include the following:

- **Cast-in-Place Concrete**
 - Verify use of required design mix;
 - Identify, sample, and test reinforcing steel;
 - During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete;
 - Test concrete (f'c)
 - Batch plant inspection if required (not on DSA 103 Form);
- **Structural Steel Services;**
 - Verify identification of all materials and:
 - Mill certificates indicate material properties that comply with requirements.
 - Material sizes, types and grades comply with requirements.
 - Test any unidentified materials.
 - Verify and document steel fabrication per DSA approved construction documents.

AGREEMENT FOR SERVICES

Reference Number: PNB231252

Date of Agreement: 11/09/2023

EXHIBIT C Compensation

The fee for our services, including all field work, engineering review and report preparation will be based upon the unit costs prepared for this project as shown in the table attached. Based on these rates, information provided, and noted assumptions, we recommend an allowance of **\$36,975** for the proposed services on this project.

The time required for construction materials testing on the project will be directly related to the schedule and performance of the various contractors on the site and amount of trips are made to the site. As a result, total fees for our services will be based upon the applicable unit rates. The following table is a detailed breakdown of our proposed estimated fees for this project and also includes a summary of our scope of work.

The above estimate for services is based upon our understanding of the project and our experience with similar projects. The total fee could vary depending on the actual construction schedule and number of trips made to the project site. Once a construction schedule is available for our review, we would be happy to revisit the above cost estimate.

Work performed in addition to the anticipated items will be billed in accordance with Terracon's standard fee schedule. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

Time will be charged in 2-hour increments with a 2-hour minimum for field inspections and observation and shall be billed from portal to portal. Structural Steel & Masonry Inspections, weekends and holidays will be charged in 4 & 8-hour increments. Overtime and double time, if any, will be applied per California Labor law.

Terracon can only provide the services discussed herein when properly scheduled. Our services will be provided only at the specific starting times scheduled by the contractor. Failure on the contractor's part to notify Terracon of the construction activities which require our involvement could jeopardize our ability to provide the necessary materials testing certification upon completion of the improvements.

The following assumptions were used in preparing this proposal:

- Our fees for trips to the site will be charged portal to portal;
- In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of \$35.00 may be applied per hour for publicly funded projects. A wage differential of \$45.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed. The above field rates do account for prevailing wage;
- We have assumed that contractors on the site will work a single shift 5-day per week schedule;
- This project is located approximately 15 miles from our nearest office and laboratory. Average drive time is 20-30 minutes each way;
- The durations estimated in this proposal are based on our review of the drawings provided and should be verified by the construction team;
- An out-of-scope charge of \$125/hour will be applied for all stand-by time and/or time spent on activities which were not cancelled with prior timely notice (within 8 working hours of requested field inspection);
- Staff time, laboratory testing and extra trips required for re-testing and/or re-inspection will be marked on the monthly invoices and be considered out-of-scope items;
- Time worked more than 8 hours per day and Saturdays will be charged at 1.5 times the hourly rate. Time worked on Holidays, Sundays and for Saturdays after 8 hours, or weekdays after 12 hours will be charged at 2 times the hourly rate. Night shifts will be charged at 1.5 times the hourly rate, 6 pm to 4 am. Overtime and double time rates will be applied per California Labor law;
- Subconsultants and/or indirect expenses will be invoiced at cost plus 20%.
- **Inspection may be scheduled by calling our dispatch line at (209) 263-0593 or sending an email to noa-scheduling@terracon.com (please cc ryan.king@terracon.com as well). This goes to our scheduler who will confirm the inspection. Our scheduler will need the project info/location, type of inspection to be performed, start time, duration, and other job-specific information such as special PPE requirements. Inspection**

AGREEMENT FOR SERVICES

Reference Number: PNB231252

Date of Agreement: 11/09/2023

requests should be emailed/called in at least 24 hours prior to the inspection or by 12:00pm the day before the inspection is needed, whichever is earlier;

- Terracon's services specifically exclude job site safety responsibility;
- Our services do not relieve any contractor/subcontractor from complying with project plans and specifications; and;
- Invoices for the project will be submitted on a monthly basis.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'N. Lee'.

Nicholas Lee
Project Manager

A handwritten signature in blue ink, appearing to read 'Ryan R. King'.

Ryan R. King, P.E.
Office Manager | Principal

Cost Estimate Table

Item	No. of Units	Unit	Unit Rate	Fee
Soils				
Soil Inspector with Nuclear Gauge	20	Hours	\$125.00	\$2,500.00
PM/PE Review/Admin Support	5	Hours	\$90.00	\$450.00
Trip Charge	5	Trip	\$30.00	\$150.00
Subtotal for Soils				\$3,100.00
Concrete				
Concrete Inspection	80	Hours	\$125.00	\$10,000.00
Concrete Cylinder Pickup	10	Hours	\$125.00	\$1,250.00
Reinforcing Sample & Tag	20	Hours	\$125.00	\$2,500.00
Concrete Batch Plant Inspection	0	Hours	\$125.00	\$0.00
PM/PE Review/Admin Support	30	Each	\$90.00	\$2,700.00
Trip Charge	30	Trip	\$30.00	\$900.00
Subtotal for Concrete				\$17,350.00
Structural Steel				
Field Welding Inspection	20	Hours	\$145.00	\$2,900.00
Shop Welding Inspection	20	Hours	\$145.00	\$2,900.00
Mileage (Shop Inspection - Assumed 50 miles EW)	500	Each	\$0.90	\$450.00
PM/PE Review/Admin Support	10	Each	\$90.00	\$900.00
Trip Charge	10	Trip	\$30.00	\$300.00
Subtotal for Structural Steel				\$7,450.00
Laboratory Testing				
CTM 309 Theo Spec Gav Bit Mix	1	Each	\$195.00	\$195.00
Compression Test on Concrete	100	Each	\$35.00	\$3,500.00
ASTM D 1557 Modified Proctor (4" & 6")	2	Each	\$245.00	\$490.00
Reinforcing Steel Tensile & Bend (Up to #9 Bar)	4	Each	\$225.00	\$900.00
Subtotal for Lab Testing				\$5,085.00
Project Administration, Engineering Review and Reporting				
Principal Engineer	7	Hours	\$230.00	\$1,610.00
Project Manager	14	Hours	\$145.00	\$2,030.00
DSA Interim/Final Verified Report	1	Each	\$350.00	\$350.00
Subtotal for PA & Reporting				\$3,990.00
Estimated Cost Estimate				\$36,975.00

Agenda Item: XIII-8



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado, Director of Fiscal Services

Initials:

LC

SUBJECT: Citizens' Bond Oversight Committee Members

☒ **Action Item**

☐ **Information Item**

Attached Pages 0

BACKGROUND:

The Superintendent's Cabinet recommends the following current and new members to the Citizens' Bond Oversight Committee:

(1st Term) Kelly Kelley, Chairperson: At-Large Community Member
(1st Term) Karinne Falcon, Vice-Chair: Parent Organization
(1st Term) Kourtney Hobart, Secretary: Parent Organization
(1st Term) Cecelia Linder: Senior Citizen Organization
(New) Faith Allmond: Business Community
(New) Jocelynn Martin: Parent
(New) Mindy Zielke: Parent

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the Citizens' Bond Oversight Committee members.

Agenda Item: XIII-9



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024
TO: Center Joint Unified School District Board of Trustees
FROM: Lisa Coronado, Director of Fiscal Services
SUBJECT: Resolution #10/2023-24 CA Department of Social Services Authorization

Initials:

LC

☒ Action Item

☐ Information Item

Attached Pages 15

BACKGROUND:

The attached resolution authorizes Scott Loehr, Superintendent, and Lisa Coronado, Director of Fiscal Services to sign 2024-25 contract documents with the California Department of Social Services for the purpose of providing child care and development services.

The attached 2024-25 Continued Funding application will be signed once authorization via this resolution is granted.

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve Resolution #10/2023-24.

CONTINUED FUNDING APPLICATION FISCAL YEAR 2024-25

1. Introduction

Contractors who wish to be considered for continued funding for Fiscal Year (FY) 2024-25 must read the accompanying instructions and fully and accurately complete this application for continued funding. Please note that contractors have no vested right to a subsequent contract. Failure to respond to this application by the noted due date shall constitute notice to the Child Care and Development Division (CCDD) of the intent to discontinue services at the end of the current contract year unless the contractor has received a written notice of extension of time from the CCDD. If this application is returned to the CCDD by the due date, but is not fully and accurately completed, continued funding for FY 2024-25, may not be awarded, or funding may be delayed. Completion of this Continued Funding Application (CFA) does not guarantee a renewal of funding. Any contractors who are approved for continued funding will be expected to execute a contract with the California Department of Social Services (CDSS) and comply with all applicable federal and state laws as well as all Funding Terms and Conditions and applicable Program Requirements incorporated into the contract.

If your agency does not intend to continue their contract, please contact your Program Quality and Improvement (PQI) Assigned Consultant. Instructions on how to relinquish your contract can be found on the main [CFA web page](#).

Instructions to complete this application may be accessed on the Child Care and Development [CFA web page](#).

Select Next at the bottom of the screen to begin the application.

2. Section I – Contractor Information

1. Legal Name of Contractor

Center Joint Unified School District

2. Contractor “Doing Business As” (DBA)

3. Headquartered County

Sacramento

4. Vendor Number

7397

5. Contact Person Completing Application

The Contact Person listed below will be the point of contact for the CDSS if there are any questions regarding this Continued Funding Application.

Full Name

Lisa Coronado

Title

Director of Fiscal Services

Telephone Number (999-999-9999)

916-338-6400

Email Address

coronado@centerusd.org

6. Executive Director Information

Full Name

Scott Loehr

Telephone Number (999-999-9999)

916-338-6400

Email Address

superintendent@centerusd.org

7. Program Director Information**Full Name**

Lisa Coronado

Telephone Number (999-999-9999)

916-338-6400

Email Address

coronado@centerusd.org

8. Legal Business Address**Street Address**

8408 Watt Avenue

City

Antelope

Zip Code

95843

9. Mailing Address (if different from above)**Street Address**

8408 Watt Avenue

City

Antelope

Zip Code

95843

10. Recipients of Federal funding must be registered and be active in SAM.gov. Please provide your SAM.gov unique ID number. <https://sam.gov/content/home>

QKNTNJKNFQJ8

3. Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2024-25. The contractor agrees to continue implementation of these programs with funds provided by the CDSS.

11. Center-Based Programs:

General Child Care and Development (CCTR) – TK through Age 13

12. Alternative Payment Programs:

Not applicable

13. Other Programs:

Not applicable

14. For informational purposes only, please indicate if your agency has one of the following programs:

Not applicable

4. Section III – Contractor's Officers and Board of Directors Information

15. Does the contractor have a board of directors, board of trustees, board of education, or any other governing board?

Yes

16. List all officers and board members/governing individuals (i.e., owner, director, etc.)

Click "Add Another Officer, Board Member, Owner or Governing Individual" as necessary.

First Name

Delrae

Last Name

Pope

Title

President

Telephone Number (999-999-9999)

916-338-6400

Email Address

dpope@centerusd.org

Address

8408 Watt Avenue Antelope, CA 95843

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Nancy

Last Name

Anderson

Title

Clerk

Telephone Number (999-999-9999)

916-338-6400

Email Address

nancya@centerusd.org

Address

8408 Watt Avenue Antelope, CA 95843

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Steve

Last Name

Bruno

Title

Representative

Telephone Number (999-999-9999)

916-338-6400

Email Address

stevebruno@centerusd.org

Address

8408 Watt Avenue Antelope, CA 95843

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Howard

Last Name

Ballin

Title

Member

Telephone Number (999-999-9999)

916-338-6400

Email Address

hballin@centerusd.org

Address

8408 Watt Avenue Antelope, CA 95843

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Adrianna

Last Name

Sammons

Title

Member

Telephone Number (999-999-9999)

916-338-6400

Email Address

asammons@centerusd.org

Address

8408 Watt Avenue Antelope, CA 95843

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

5. Section IV – Board Resolution

17. Please make one selection:

My agency does not yet have either of the required approvals referenced in the above selection but will be able to obtain the necessary documents prior to the FY 2024-25 contract's execution.

18. Please upload a copy of your upcoming board agenda showing that approval of the FY 2024-25 CFA is an agenda item at your upcoming board meeting.**6. Section V – Subcontractor Certification**

19. The following types of contracts operate with the use of subcontractors (check all that apply). For each contract type selected, submit a separate Subcontract Certification form [CCD 30B](#) (upload the file in Section IX). The form is available on the [CFA web page](#).

General Child Care and Development (CCTR)

20. By checking the box below, I am self-certifying that my Program Quality and Improvement Assigned Consultant has approved the subcontractors identified in the Subcontract Certification Form ([CCD 30B](#)).

I certify that my Program Quality and Improvement Assigned Consultant has approved the subcontractors identified in the Subcontract Certification Form (CCD 30B).

21. By providing a signature at the end of this section, I certify that all of the above subcontractor certification information is true.

Signature of Contractor's Authorized Representative

☐

Signature of: Lisa Coronado

Title of Contractor's Authorized Representative

Director of Fiscal Services

Date of Signature

Authorized Representative's Telephone Number (999-999-9999)

916-338-6400

Authorized Representative's Email Address

coronado@centerusd.org

7. Section VI – Contractor Certifications

INSTRUCTIONS: Please indicate "Yes" or "No" to the following as they apply to your agency. By providing a signature at the end of this section, the signer certifies and understands the following:

Personnel Certification

Applies only to agencies who are Center-Based Programs and Family Child Care Home Education Networks.

The State of California requires any contractor receiving child care and development funds, disbursed by the CDSS to employ fully qualified personnel as stipulated in California Education Code (EC); California Code of Regulations, Title 5 (5 CCR); and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher as stipulated in Welfare and Institution Code (W&IC), EC, 5 CCR, and Funding Terms and Conditions. All child care staff employed in CDSS funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the CCDD.

22. I am a Center-Based Program or a Family Child Care Home Education Network.

Yes

Contractors with Subcontracts

Applies only to agencies with subcontracts.

I certify that the contractual arrangement(s) listed in Section IV – Subcontract Certification are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

I understand the subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in 5 CCR section 18026 et. seq.

23. I subcontract part of my subsidized funding.

Yes

Board of Directors

Applies only to agencies with a Board of Directors.

I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.

On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDSS auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDSS until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDSS nor approved, accepted or authorized by the CDSS, even if our request for continued funding by the CDSS is subsequently approved.

The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

24. I have a board of directors or other governing authority to execute this CFA.

Yes

Program and Fiscal Operations

Applies to all applying agencies.

I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the Contractor complies with all applicable program requirements, statutes, and regulations, including:

Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in W&IC 10399.

All audit and fiscal requirements and I take full responsibility for obtaining the required financial and compliance audits for my subcontractor(s).

All subcontractors' audits and fiscal reporting and submission requirements.

All audits and fiscal requirements for subcontractors and I am aware that not meeting reporting timelines can result in apportionment withholding unless an extension is granted.

Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR section 18033 et. seq.

Accounting and reporting requirements in 5 CCR section 18063 et. seq.

Operational and programmatic requirements.

25. By providing a signature at the end of this section, I certify that all of the above information in this section is true.

Signature of Contractor's Authorized Representative

☐

Signature of: Lisa Coronado

Title of Contractor's Authorized Representative

Director of Fiscal Services

Date of Signature

Authorized Representative's Telephone Number (999-999-9999)

916-338-6400

Authorized Representative's Email Address

coronado@centerusd.org

8. Section VII – Certification of Contractor Information in the CDMIS

26. Contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated information. To review the information and submit changes, log on to the [CDMIS](#).

By checking the box below, I certify, as the authorized representative of the agency listed below, I have reviewed all the information for Center Joint Unified School District and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information

Program Director information

Sites and Licenses and/or Office information

Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for Center Joint Unified School District as of the date this certification was signed.

27. By providing a signature at the end of this section, I certify that the above requirements have been met by my agency.

Signature of Program Director/Authorized Representative

☐

Signature of: Lisa Coronado

Date Signed

9. Section VIII – Contract Requirements

28. Are you a public agency

Yes – My organization is a city, county, special district, school district, community college district, county superintendent of schools, or a federal agency.

29. Do you represent a K-12 school or a K-12 school district?

Yes

10. Section IX – Required Contract Attachments

All attachments must be completed and uploaded to the application. For your convenience, links to the required forms are provided below. These links are also located on the [CFA web page](#). Please download, complete, and save a copy of each form for your records.

30. [Fiscal Year 2024-25 Program Calendar \(CCD 33\)](#)

Required for all contractors. Complete one calendar for each contract type and upload below.

[7397_CCD33_CCTR_ProgramCalendar_2024-25.pdf](#)

Has the Minimum Days of Operation (MDO) changed from the previous year's Program Calendar?

No

31. [Subcontract Certification \(CCD 30B\)](#)

Required for agencies with subcontractors. Please upload a separate form CCD 30B for each contract type identified in Section IV (Subcontractor Certification). The form is available on the [CFA web page](#).

[7397_CCD30B_SubContract_Certification.pdf](#)

32. Verification of School District Name and Address: [California School Directory](#)

Required for all school districts. Save the contractor's information page and upload below.

[7397_CenterJUSD-School_Directory.pdf](#)

11. Section X – Self-Certifications

Check the boxes to self-certify that your agency meets the requirements below.

33. Contractors must self-certify that they are not listed as a delinquent tax payor on the Franchise Tax Board's [Corporate Income Tax List Top 500 Tax Delinquencies](#)

By checking this checkbox, the applicant certifies that their agency meets this requirement.

34. Contractors must self-certify that they are not listed as a delinquent tax payor on the Department of Tax & Fee Administration's [Top 500 Sales & Use Delinquencies in California](#)

By checking this checkbox, the applicant certifies that their agency meets this requirement.

35. Contractors must self-certify that they are not on the list of sanctioned entities in response to Russian Aggression in Ukraine. Contractors may search the U.S. Treasury's [Office of Foreign Assets Control Sanctions List Search](#).

By checking this checkbox, the applicant certifies that their agency meets this requirement.

12. Section X – Self-Certifications (Cont'd)

36. Federal Certifications

Check the box at the end of the page to self-certify that your agency meets the requirements below.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Social Services determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-A. The applicant certifies that it will or

will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about-
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- (a) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

By checking this checkbox, the applicant certifies that their agency will comply with the above certifications.

13. Section X – Self-Certifications (Cont'd)

37. Contractor Certification Clauses

Check the box at the end of the page to self-certify that your agency meets the requirements below.

STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the person's or organization's policy of maintaining a drug-free workplace;
- (3) any available counseling, rehabilitation and employee assistance programs; and,
- (4) penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the proposed Agreement will:

- (1) receive a copy of the company's drug-free workplace policy statement; and,
- (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT: All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

(c) If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

(d) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

"Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

By checking this checkbox, the authorized representative certifies under penalty of perjury that they are duly authorized to legally bind the prospective contractor to the clause(s) listed above. This certification is made under the laws of the State of California.

14. Review

Would you like to receive a copy of your responses for review purposes prior to submitting your application? If you select "Yes" and click "Next," an email will your current responses (attached as a PDF) will be sent to this email address: coronado@centerusd.org.

Yes

15. Submission Page

Signature Check: Please ensure that the following sections are complete prior to submitting the application.

Section IV – Board Resolution

Section V – Subcontractor Certification

Section VI – Contractor Certifications

Section VII - Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

By signing this CFA, Center Joint Unified School District is indicating that it wishes to automatically renew the current contract for FY 2024-25 and, if approved, is willing to, and does accept, all terms and conditions of the contract, which will be provided to the contractor no later than July 1, 2024. The Center Joint Unified School District may reject the FY 2024-25 contract by providing the CDSS with a written notice of rejection no later than June 30, 2024.

Contractors that wish to reject the terms of the FY 2024-25 contract must provide written notice that the terms of the contract are rejected by emailing ChildCareContracts@dss.ca.gov and their [Program Quality and Improvement Assigned Consultant](#) on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024-25 contract, if applicable, are rejected. Contractors providing such notice to the CDSS of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2024-25.

42. Final Signature

AGREEMENT: By signing this application electronically, I, the authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

Signature of the Contractor's Authorized Representative

□

Signature of:

Title of Contractor's Authorized Representative

Date of Signature

Authorized Representative's Telephone Number (999-999-9999)

Authorized Representative's Email Address

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2023-24.**

BE IT RESOLVED that the Governing Board of Center Joint Unified S.D. _____, 7397 _____, authorizes entering into local agreement with the State of California and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Scott Loehr	Superintendent	
Lisa Coronado	Director of Fiscal Services	

PASSED AND ADOPTED THIS 17th day of January, 2024, by the Governing Board of
Center Joint Unified S.D. of Sacramento County, California.

I, Steve Bruno, Clerk of the Governing Board of Center Joint Unified S.D.,
of Sacramento County, California, certify that the foregoing is a full, true and correct
copy of a resolution adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

Clerk's Signature

01/17/2024
Date

Agenda Item: XIII-10



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 01/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tamara JBeily

Initials:

LC

SUBJECT: Consolidated Application

☒ **Action Item**

☐ **Information Item**

Attached Pages 19

BACKGROUND:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs.

The attached winter release contains the LEA entitlements for each funded program.

RECOMMENDED BOARD ACTION:

Approve the Consolidated Application

2023–24 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School ranking options Within each grade span group

Select the highest to lowest school ranking method

Select a low income measure FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students counts, were pre-populated with PRIOR year (Fiscal Year 2022–23) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students
Arthur S. Dudley Elementary	6032908	K	6	1	606	410
Center High	3430378	9	12	3	1,312	607
Cyril Spinelli Elementary	6032924	K	6	1	286	201
McClellan High (Continuation)	3430451	9	12	3	99	63
North Country Elementary	6108948	K	6	1	572	376
Oak Hill Elementary	6107734	K	6	1	727	425
Rex Fortune Elementary	0142042	K	6	1	0	0
Wilson C. Riles Middle	0108621	7	8	2	587	339

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)
Arthur S. Dudley Elementary	6032908	Y	76.66	05/18/2011	
Center High	3430378	N			
Cyril Spinelli Elementary	6032924	Y	70.28	07/29/1999	
McClellan High (Continuation)	3430451	Y	63.64	02/15/2017	
North Country Elementary	6108948	Y	65.73	05/05/2010	
Oak Hill Elementary	6107734	Y	58.46	08/15/2018	
Rex Fortune Elementary	0142042	N			
Wilson C. Riles Middle	0108621	Y	57.75	09/16/2009	

Warning

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2023–24 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

If applicable, enter a Discretion Code. Use lower case only.

Allowable Discretion Codes

- a - Below LEA average and at or above 35% student low income
- d - Waiver for a desegregation plan on file
- e - Grandfather provision
- f - Feeder pattern

Low income measure

FRPM

Ranking Schools Highest to Lowest

Within each grade span group

LEA-wide low income %

57.79%

Available Title I, Part A school allocations

\$1,089,762

Available parent and family engagement reservation

\$12,788

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2022–23 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Cyril Spinelli Elementary	6032924	1	286	201	70.28	Y	N	1	679.00	136479.00	\$0	\$1,574	138053.00	
Arthur S. Dudley Elementary	6032908	1	606	410	67.66	Y	N	2	591.00	242310.00	\$3,847	\$2,752	248909.00	
North Country Elementary	6108948	1	572	376	65.73	Y	N	3	591.00	222216.00	\$7,663	\$2,581	232460.00	
Oak Hill Elementary	6107734	1	727	425	58.46	Y	N	4	591.00	251175.00	\$1,320	\$2,818	255313.00	
Rex Fortune Elementary	0142042	1	0	0	0.00	N	N	5	0.00	0.00			0.00	
Wilson C. Riles Middle	0108621	2	587	339	57.75	N	N	1	591.00	200349.00	\$13,946	\$2,418	216713.00	a
McClellan High (Continuation)	3430451	3	99	63	63.64	Y	N	1	591.00	37233.00	\$156	\$645	38034.00	
Center High	3430378	3	1312	607	46.27	N	N	2	0.00	0.00	\$0	\$0	0.00	

Warning

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2023–24 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

Warning

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2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurance.stoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/16/2023

*****Warning*****

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/16/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2023–24 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/14/2023
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Title	Superintendent

*****Warning*****

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2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2023–24 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and/or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Fund Use Authority (AFUA) governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B AFUA are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963
Kevin Donnelly, Rural Education and Student Support Office, TitleIV@cde.ca.gov, 916-319-0942

Title II, Part A Transfers

2023–24 Title II, Part A allocation	\$170,325
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2023–24 Title II, Part A allocation after transfers out	\$170,325

Title IV, Part A Transfers

2023–24 Title IV, Part A allocation	\$115,432
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2023–24 Title IV, Part A allocation after transfers out	\$115,432

*****Warning*****

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2023–24 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

2023–24 Title I, Part A LEA allocation (+)	\$1,420,748
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$0
2023–24 Title I, Part A LEA available allocation	\$1,420,748

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$14,208
School parent and family engagement	\$12,788
LEA parent and family engagement	\$1,421
Local neglected institutions	No
Does the LEA have local institutions for neglected children?	
Local neglected institutions reservation	\$0
Local delinquent institutions	No
Does the LEA have local institutions for delinquent children?	
Local delinquent institutions reservation	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$103,665

Authorized Reservations

Public school Choice transportation	\$0
Other authorized activities	\$0
2023–24 Approved indirect cost rate	10.12%
Indirect cost reservation	\$130,566
Administrative reservation	\$82,546

Reservation Summary

Total LEA required and authorized reservations	\$318,198
School parent and family engagement reservation	\$12,788
Amount available for Title I, Part A school allocations	\$1,089,762

*****Warning*****

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2023–24 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2023–24 Title II, Part A allocation	\$170,325
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
2023–24 Total allocation	\$170,325
Administrative and indirect costs	\$10,220
Reservation for equitable services for nonprofit private schools	\$0
2023–24 Title II, Part A adjusted allocation	\$160,105

*****Warning*****

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2023–24 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.15
Estimated English learner student count	540
Estimated English learner student program allocation	\$67,581

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$6,156
Program and other authorized activities	\$30,000
English Proficiency and Academic Achievement	\$30,000
Parent, family, and community engagement	\$1,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$125
Total budget	\$67,581

*****Warning*****

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2023–24 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III English Learner (EL) student program and to report required reservations.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2023–24 Title III EL student program allocation	\$66,755
Transferred-in amount	\$0
Repayment of funds	\$0
2023–24 Total allocation	\$66,755

Allocation Reservations

Professional development activities	\$0
Program and other authorized activities	\$62,750
English proficiency and academic achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,005
Total allocation reservations	\$66,755

*****Warning*****

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2023–24 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2023 through December 31, 2023.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2023–24 Title III EL student program allocation	\$66,755
Transferred-in amount	\$0
2023–24 Total allocation	\$66,755
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$22,169
2000–2999 Classified personnel salaries	\$309
3000–3999 Employee benefits	\$5,469
4000–4999 Books and supplies	\$5,135
5000–5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$33,082
2023–24 Unspent funds	\$33,673

*****Warning*****

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2023–24 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$120.05
Estimated immigrant student count	171
Estimated immigrant student program allocation	\$20,529

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$20,104
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$125
Total budget	\$20,529

*****Warning*****

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2023–24 Title III Immigrant LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III Immigrant student program and to report required reservations.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2023–24 Title III Immigrant student program allocation	\$20,529
Transferred-in amount	\$0
Repayment of funds	\$0
2023–24 Total allocation	\$20,529

Allocation Reservations

Authorized activities	\$19,298
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,231
Total allocation reservations	\$20,529

*****Warning*****

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2023–24 Title III Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2023 through December 31, 2023.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2023–24 Title III immigrant student program allocation	\$20,529
Transferred-in amount	\$0
2023–24 Total allocation	\$20,529
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$0
2000–2999 Classified personnel salaries	\$0
3000–3999 Employee benefits	\$0
4000–4999 Books and supplies	\$149
5000–5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$149
2023–24 Unspent funds	\$20,380

*****Warning*****

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2023–24 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the allocation available to the local educational agency (LEA) and report reservations of Title IV, Part funds.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

2023–24 Title IV, Part A LEA allocation	\$115,432
Funds transferred-in amount	\$0
Funds transferred-out amount	\$0
2023–24 Title IV, Part A LEA available allocation	\$115,432

Reservations

Indirect cost reservation	\$6,925
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$0
2023–24 Title IV, Part A LEA adjusted allocation	\$108,507

*****Warning*****

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2023–24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

*****Warning*****

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2023–24 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

Title I, Part A Basic SACS Code 3010	
Title I, Part C Migrant Education SACS Code 3060	
Title I, Part D Delinquent SACS Code 3025	
Title II, Part A Supporting Effective Instruction SACS Code 4035	
Title III English Learner Students - 2% maximum SACS Code 4203	
Title III Immigrant Students SACS Code 4201	
Title IV, Part A Student Support - 2% maximum SACS Code 4127	
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	

*****Warning*****

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Agenda Item: XIII-11



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 01/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tamara JBeily

Initials:

LC

SUBJECT: 2023 School Accountability Report Cards (SARC)

☒ **Action Item**

☐ **Information Item**

Attached Pages 131

BACKGROUND:

The School Accountability Report Card (SARC) is an annual report provided by school sites in collaboration with the California Department of Education (CDE) to provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics.

The attached SARCs are updated with the data CDE has released through December 15, 2023. As additional data is released by CDE, SARCs will be updated and brought back to the Board.

RECOMMENDED BOARD ACTION:

Approve 2023 School Accountability Report Cards.

Wilson C. Riles Middle School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Wilson C. Riles Middle School
Street	4747 PFE Road
City, State, Zip	Roseville, CA 95747
Phone Number	916-787-8100
Principal	Allison Kent
Email Address	akent@centerusd.org
School Website	https://wcr.centerusd.org/
County-District-School (CDS) Code	34739730108621

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	916-338-6400
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

Wilson C. Riles Middle School is located in the northern region of Roseville and serves students in grades seven through eight following a traditional calendar. The mission of Wilson C. Riles Middle School is to develop our student's academic, emotional, and social skills for success today and in the future. Our school motto is "Every Student Matters, Every Moment Counts". Riles is a PBIS school, focusing on instilling our Husky Code in our students by promoting being safe, responsible, and respectful. As a school, we are focused on providing all students with the opportunity to achieve. We accommodate individual learning styles while maintaining high and obtainable expectations for students. Riles is proud of the rigorous academic, great athletic, and extensive extracurricular programs that actively engage all students and provide a well-rounded educational experience at the school. Staff and parents work together to create a learning environment that promotes academic and social development, teaches responsibility and pride, and models learning as a lifelong adventure. We are excited about our school and welcome all to join in our efforts to create successful, responsible citizens.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 7	294
Grade 8	293
Total Enrollment	587

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	46%
Male	54%
American Indian or Alaska Native	0.7%
Asian	8.7%
Black or African American	13.5%
Filipino	3.1%
Hispanic or Latino	31.7%
Native Hawaiian or Pacific Islander	1.2%
Two or More Races	7.3%
White	33.9%
English Learners	10.1%
Foster Youth	0.3%
Homeless	7.8%
Socioeconomically Disadvantaged	61%
Students with Disabilities	14.1%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.40	94.48	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.30	4.79	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.20	0.69	0.80	0.43	18854.30	6.86
Total Teaching Positions	29.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	26.90	81.82	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	4.80	14.69	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.90	3.00	6.10	2.89	11953.10	4.28
Unknown	0.10	0.42	3.10	1.50	15831.90	5.67
Total Teaching Positions	32.90	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	1.30	4.80
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.30	4.80

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.90
Total Out-of-Field Teachers	0.00	0.90

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	3.8	14.6
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	1.3	9.4

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

All textbooks used in the core curriculum at Wilson C. Riles Middle School are currently aligned or being aligned to the Common Core State Standards. Instructional materials are selected from the state's most recent list of standards-based materials and adopted by the State Board of Education. Textbooks and instructional materials are provided to all students, including English learners, to the extent that each pupil has a textbook or instructional materials, or both, to use in class and to take home. We also went through the Williams Complaint Act audit on August 29, 2023 where we passed the textbook assessment.

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

August 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Study Sync, McGraw Hill / 2015	Yes	0
Mathematics	CPM Educational Program / 2014	Yes	0
Science	Amplify, Berkeley Lawrence Hall of Science / 2018	Yes	0
History-Social Science	Pearson My World Interactive / 2019	Yes	0

School Facility Conditions and Planned Improvements

The administration and staff of Wilson C. Riles Middle School work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that requires attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating is: FAIR.

Year and month of the most recent FIT report

10/13/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Girls Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned Boys Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned, drywall damaged by locker 56 Building 300 Restrooms: Floors dirty, stalls dusty and dirty 400 Building Restrooms: Floors dirty, sinks dirty, partitions dirty 500 Wing Restrooms: Floors dirty, stalls dirty, top rails dusty, sinks not cleaned, toilets not cleaned
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Multipurpose Room: Broken floor tiles SE corner, floor dirty, stage dirty, RR partitions dusty, floors dirty

School Facility Conditions and Planned Improvements

			<p>Girls Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned</p> <p>Boys Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned, drywall damaged by locker 56</p> <p>Room 214: Room dirty and cluttered</p> <p>Computer Lab 1 Room 316: Table tops dusty, 2 ceiling tiles w/ water stains, floor dirty</p> <p>Home Ec Room 313: Counter tops and sinks dirty, cabinet tops dusty, floor dirty</p> <p>Room 322: Countertops dusty, floor dirty, window frames dusty</p> <p>Room 324: Tabletops dirty/dusty, floor dirty</p> <p>Building 300 Restrooms: Floors dirty, stalls dusty and dirty</p> <p>Room 403: Floors dirty, window sills dusty, cabinet tops dusty, Hallway floor dirty/dusty</p> <p>400 Building Restrooms: Floors dirty, sinks dirty, partitions dirty</p> <p>500 Wing Restrooms: Floors dirty, stalls dirty, top rails dusty, sinks not cleaned, toilets not cleaned</p>
Electrical	X		Room 450: Floors dirty, counters and whiteboards dirty, lights without diffusers
Restrooms/Fountains: Restrooms, Sinks/ Fountains		X	<p>Multipurpose Room: Broken floor tiles SE corner, floor dirty, stage dirty, RR partitions dusty, floors dirty</p> <p>Girls Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned</p> <p>Boys Locker Room: Tops of lockers dusty, motion sensors dusty, floors dirty, toilets not cleaned, drywall damaged by locker 56</p> <p>Home Ec Room 313: Counter tops and sinks dirty, cabinet tops dusty, floor dirty</p> <p>400 Building Restrooms: Floors dirty, sinks dirty, partitions dirty</p> <p>500 Wing Restrooms: Floors dirty, stalls dirty, top rails dusty, sinks not cleaned, toilets not cleaned</p>
Safety: Fire Safety, Hazardous Materials	X		Room 214: Room dirty and cluttered
Structural: Structural Damage, Roofs	X		<p>Room 404: Floors dirty, whiteboards dusty, window sills dusty, drywall damaged on north wall, needs to be repaired</p> <p>Room 424: Dirty floors, cabinets dusty, window sills dusty, north wall has a gouge in drywall, needs repair.</p>
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X		Room 430: Dirty floors, window sills dirty, hallway floors dirty

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
- 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
- 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	39		40		47	
Mathematics (grades 3-8 and 11)	24		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	25.59		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 7	95.48%	98.06%	98.06%	98.06%	96.77%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents are encouraged to get involved in their child's learning environment either by volunteering in the classroom, participating in a decision-making group, or simply attending school events. Parents stay informed on upcoming events and school activities through automated telephone messages, weekly emails sent home by the principal, flyers, parent conferences, progress reports, the school website, and Parent Portal. Parents may also contact the school office at 916-787-8100 for more information on how to become involved in their child's learning environment. Wilson C. Riles is proud of our active PTA, SSC, ELAC and dedicated parent volunteers. Some of the numerous opportunities to volunteer include: field trips, fundraising, the Scholastic Book Fair, library or office help, and PTA events. We invite parents to join us for all activities at the school including: athletic events, back to school night, open house / elective fair, music and drama performances, honor roll breakfast, assemblies, open tours, staff appreciation events and student performances.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The Comprehensive School Site Safety Plan was developed for Wilson C. Riles Middle School in collaboration with local agencies and the district office. Components of this plan include child abuse reporting procedures, disaster response procedures, procedures for safe arrival and departure from school, sexual harassment policy and dress code policy. The Site Safety Plan was reviewed and updated in January of 2024. The Plan is reviewed with staff annually.

School administration and staff place a high priority on providing adequate adult supervision on campus before, during and after school. Administrators, campus monitors and noon duty staff monitor lunch time activity in the cafeteria and common areas. Riles is a closed campus and during school hours, all visitors must sign in at the school's front office and the printed identification badges while on school grounds. The Riles campus is updated with 20 surveillance cameras that school administration consistently monitor.

Wilson C. Riles Middle School's discipline practices and behavior management strategies comply with approved board policies and are designed to create an effective learning environment and minimize classroom disruptions. Riles is an official PBIS school, with positive behavior expectations explicitly taught to students and reinforced by staff. Appropriate and effective interventions and supports are employed for students demonstrating difficulty following the school's Husky Code. The school fully implements the district's anti-bullying policies.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	11	61		
Mathematics	12	49		
Science	13	46		
Social Science	12	46		

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	18	26	16	
Mathematics	19	21	15	
Science	20	17	14	
Social Science	23	8	23	

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts				
Mathematics				
Science				
Social Science				

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	9717	2839	6878	75008
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-28.6	-2.5
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	4.2	-5.4

Fiscal Year 2022-23 Types of Services Funded

In addition to general fund State funding, Center Joint Unified School District receives State and Federal categorical funding for special programs. Our intervention classrooms and digital programs, Husky Help after school and lunch sessions, and reading/math intervention classes are supported by Title One funds. Supplemental computer programs supported by Lottery funds engage students with various learning styles and modalities. Our school-wide AVID program promotes higher level learning and student collaboration in all classrooms. Various after school clubs include: Lego, Chess, Painting with Bob Ross, FBLA and LGBTQ+

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

Professional Development

All training and curriculum development activities at Wilson C. Riles Middle School revolve around the California Common Core State Standards and the Center Joint Unified School District Local Control Accountability Plan Annual Measurable Objectives. Wilson C. Riles functions as a Professional Learning Community. Teachers at Wilson C. Riles collaborate on a weekly basis in content area departments and grade level teams or as a whole faculty/staff. Decisions regarding selection of staff development activities are performed by the principal, assistant principal, academic coordinator, and department leaders using tools such as teacher input, student performance data, and local measures to identify areas of need. Teaching staff are provided the opportunity to participate in district sponsored staff development workshops or training sessions as a supplement to site-based staff development. The focus for the last five years at Wilson C. Riles Middle School has been on Multi Tiered Systems of Support including Universal Design for Learning (UDL), inclusion practices, high quality first instruction, Common Core State Standards, technology, data analysis, PBIS and the implementation of our Social Emotional Learning Curriculum (Second Step).

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	4	4	4

Oak Hill Elementary

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Oak Hill Elementary
Street	3909 North Loop Blvd.
City, State, Zip	Antelope, CA, 95843
Phone Number	(916) 338-6460
Principal	Parveen Saenz
Email Address	psaenz@centerusd.org
School Website	oakhill.centerusd.org
County-District-School (CDS) Code	34 73973 6107734

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	(916) 338-6411
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

Welcome to Oak Hill Elementary's annual School Accountability Report Card. In accordance with Proposition 98, every school in California is required to issue an annual School Accountability Report Card that fulfills state and federal disclosure requirements. Parents will find valuable information about our academic achievement, staff, curricular programs, instructional materials, safety protocols, classroom environment, and conditions of facilities.

Oak Hill Elementary is a school of approximately 685 students in grades TK-6. It is our mission at Oak Hill elementary to empower ALL students to achieve their full potential.

To achieve our mission, Oak Hill staff will:

- Set and follow clear expectations for student behaviors and procedures by providing a positive and supportive environment.
- Foster lifelong learners who are flexible thinkers, problem solvers and active participants of society.
- Strengthen the ties, responsibility, and engagement between the students, school and local community.
- Create a strategic learning experience for all students that enables students to be lifelong learners.

Our Oak Hill Elementary staff have made the following commitments:

- We are committed to using evidence of student learning & a variety of instructional strategies to meet the needs and promote success for all students.
- We are committed to being positive and contributing members of our collaborative team.
- We are committed to a positive relationship using effective communication regarding student resources, strategies and information to help students succeed.
- We are committed to high expectations for learning, behavior and citizenship while attending to their social and emotional needs.

About this School

2022-23 Student Enrollment by Grade Level	
Grade Level	Number of Students
Kindergarten	108
Grade 1	94
Grade 2	102
Grade 3	97
Grade 4	122
Grade 5	91
Grade 6	113
Total Enrollment	727

2022-23 Student Enrollment by Student Group	
Student Group	Percent of Total Enrollment
Female	48.8%
Male	51.2%
American Indian or Alaska Native	0.3%
Asian	11%
Black or African American	12.2%
Filipino	3.9%
Hispanic or Latino	26.1%
Native Hawaiian or Pacific Islander	1.1%
Two or More Races	9.8%
White	35.6%
English Learners	14.2%
Foster Youth	0.1%
Homeless	5%
Socioeconomically Disadvantaged	59.7%
Students with Disabilities	9.2%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	32.00	100.00	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.00	0.00	0.80	0.43	18854.30	6.86
Total Teaching Positions	32.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	32.20	96.27	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	2.99	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.20	0.75	6.10	2.89	11953.10	4.28
Unknown	0.00	0.00	3.10	1.50	15831.90	5.67
Total Teaching Positions	33.50	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	1.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.20
Total Out-of-Field Teachers	0.00	0.20

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	3.7
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

All textbooks used in the core curriculum at Oak Hill Elementary School were selected from the state's most recent list of standards-based materials and adopted by the State Board of Education. The district follows the State Board of Education's six- seven year adoption cycle for core content materials (English/Language Arts, Math, Science, and Social Science).

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

October 2021

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	McGraw Hill, Wonders, K-6, 2015	Yes	0%
Mathematics	CPM Educational Program, Core Connections 2014 McGraw Hill, My Math 2014	Yes	0%
Science	Harcourt School Publishers, California Science 2008 Amplify 2018 -- 6th grade	Yes	0%
History-Social Science	Studies Weekly 2018	Yes	0%

School Facility Conditions and Planned Improvements

The administration and staff of Oak Hill Elementary work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that required attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating is: Good.

Year and month of the most recent FIT report

10/13/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces			X	Lake Tahoe: Carpet needs to be replaced Bodega Bay: Carpet needs to be replaced Emerald Bay: Carpet needs to be replaced San Francisco Bay: Carpet old needs to be replaced. Restroom floor dirty, partitions dirty. Monterey Bay: Carpeet stained Oyster Cove/ Sports closet: Carpet needs to be replaced Abalone Cove: Carpet needs to be replaced Library: Carpet needs to be replaced Restroom: Floors dirty, restroom stalls dirty
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains			X	San Francisco Bay: Carpet old needs to be replaced. Restroom floor dirty, partitions dirty.
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate			
Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	40		40		47	
Mathematics (grades 3-8 and 11)	29		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	31.58		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100.00%	100.00%	100.00%	100.00%	100.00%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents are encouraged to get involved in their child's learning environment either by volunteering in the classroom, participating in a decision-making group, or simply attending school events. Parents are informed of upcoming events and school activities through automated telephone messages, email, flyers, newsletters, parent conferences, progress reports, the school marquee, and the school website.

Oak Hill Elementary School has an active PTA providing many opportunities for students and parents to participate in activities outside of the school day, as well as during the school day. Parents may contact any PTA board member at (916) 338-6460 for more information on how to become involved in their child's learning environment. Parents are encouraged to join any of our parent groups which include PTA, School Site Council, English Learner Advisory Council, and District English Learner Advisory Council.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The Comprehensive School Site Safety Plan was developed for Oak Hill Elementary School in collaboration with local agencies and the district office to fulfill Senate Bill 187 requirements. Components of this plan include child abuse reporting procedures, teacher notification of dangerous pupil procedures, disaster response procedures, procedures for safe arrival and departure from school, sexual harassment policy, and dress code policy. The safety plan was reviewed with the School Site Council on December 14, 2023.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	22	1	4	
1	25		4	
2	22		5	
3	28		3	
4	25		4	
5	25		4	
6	31		3	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	2	3	
1	23		4	
2	23		4	
3	29		4	
4	28		3	
5	31		3	
6	32		3	
Other	9	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
-------------	--------------------	--------------------------------------	---------------------------------------	-------------------------------------

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	7277	1981	5296	81684
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-53.6	6.0
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	-21.8	3.1

Fiscal Year 2022-23 Types of Services Funded

Oak Hill is committed to supporting all students in the areas of academics, behavior, and social-emotional development.

ACADEMICS:

Implementation of Multi-Tiered Systems of Supports (MTSS) and Professional Learning Communities (PLC)
 Tier 1 Student Support Plans and Tier 2 Specific, Measurable, Attainable, Results based, Time bound (SMART) Goals
 Small Group Targeted Interventions (What I Need "WIN" time)
 Intervention/Title 1 services for ELA and Math
 Designated time focusing on English Language Development (ELD)
 In class workshop/small group time
 Student Success Team meetings
 Parent Communication (emails, auto-dialer messages, phone calls, personal parent meetings, written communication, marquee)
 Staff Professional Development
 Staff Collaboration

BEHAVIOR:

PBIS School (Positive Behavior Intervention and Supports)
 Tier 1 incentives: Otter Dollars, monthly Otter Awards, Otter Day Rallies
 Tier 2: Check-in, Check-out, Tier 2 Case Management
 Safe School Ambassador (SSA) Program

EXTRA-CURRICULAR CLUBS & ACTIVITIES:

Gifted & Talented Education (GATE)
 SEVA Video Club
 Otter Outlook Production Club
 Student Council
 Yearbook Club
 Health Club
 Chess Club
 Running Club
 Clubs options are based on student requests.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

Professional Development

Decisions concerning the selection of staff development topics are performed by the Curriculum and Instruction office, the site administration, and site staff. These decisions are based on state assessment results, data analysis and teacher input.

The staff at Oak Hill engage in ongoing cycles of inquiry within Professional Learning Communities (PLC) as they collaborate to examine data and evidence of student learning for instructional planning purposes. Professional learning opportunities are embedded throughout the year to support teachers towards refining their craft to best support the needs of the students we serve. Support for new teachers are offered through peer coaching and mentoring. Classified staff members receive targeted professional development focused on teaching strategies and curriculum content.

- Teachers and staff have been offered and participated in the following professional learning opportunities:
- Utilizing the Wonders ELA curriculum to address Common Core State Standards.
 - Paraeducator Training
 - Using and Scoring CAASPP Interim Brief Writes (in Collaboration with Sacramento County Office of Education)
 - Calibrating Rubrics
 - PBIS Training (through Placer County Office of Education)
 - Wonders ELA Cadre 1 and 2
 - Math Cadre 1 and 2
 - Pro-Act Training
 - PBIS Training (through Placer County Office of Education)
 - Professional Learning Communities at Work (PLC)
 - Wonderworks Training
 - Attendance Training (through Sacramento County Office of Education)
 - Equipped for Reading Success book study

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	2	2	

North Country Elementary School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	North Country Elementary School
Street	3901 Little Rock Drive
City, State, Zip	Antelope, CA 95843
Phone Number	916-338-6480
Principal	Tracey Seivert
Email Address	tseivert@centerusd.org
School Website	https://northcountry.centerusd.org/
County-District-School (CDS) Code	34-73973-6032924

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	916-338-6400
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

Welcome to North Country Elementary School!

North Country is a community; there is no one person or group who can take credit for the success of our school. The ingredient that remains constant is quality people with a genuine concern for students. Through a Multi-Tiered System of Supports, we develop social, emotional, and academic well-being in all of our students.

North Country has highly qualified teachers and a dedicated staff who are committed to student well-being and academic success. In addition to classroom teachers, staff members include: two intervention teachers, an English Language Development teacher supporting the English Language Learner program, a school counselor, psychologist, resource teacher, Level 2 special education teacher, Level 3 special education teacher, a Visual & Performing Arts teacher, PE teacher, and an Assistant Principal.

The curriculum provided at North Country Elementary, a Title One School, is aligned to the California Common Core Standards, with a focus on providing a well-balanced education including Science, Social Studies, VAPA, PE, and STEAM, as well as Mathematics and English Language Arts. The school supports cultural awareness, an awareness of students with special needs, and is focused on building community & connections. The teachers and school counselor provide character education using multiple resources including, but not limited to, diverse literature selections, Second Step, Classroom Champions, Mindfulness curriculum, Restorative Practices, and a House System! North Country is in our second year of Positive Behavior Intervention and Support (PBIS) implementation with a school-wide focus of teaching, modeling, and positively reinforcing prosocial skills and behavior. We offer several after school clubs and our Intervention Teachers specifically target math and language arts standards to help struggling learners four days per week. We are working to create a positive culture and school climate with parent and community engagement as an overarching focus.

The students here at North Country, together with an exceptional PTO, devoted certificated and classified staff, and a core of parent volunteers have all worked together to create a true learning community. We are proud to say we belong to North Country Elementary and we hope you will feel the school spirit next time you visit our campus.

North Country Mission Statement

Our mission is to empower learners and inspire leaders in a safe and nurturing community.

2023-24 School Description and Mission Statement

North Country Vision Statement

To achieve our mission, North Country Staff will:

Set and follow clear expectations for student behaviors and procedures

Encourage staff, parent, and community teamwork

Establish attainable short and long-term goals and celebrate successes

We live our motto - Developing leaders, one child at a time.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	87
Grade 1	70
Grade 2	82
Grade 3	77
Grade 4	83
Grade 5	101
Grade 6	72
Total Enrollment	572

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47.9%
Male	52.1%
American Indian or Alaska Native	0.3%
Asian	9.3%
Black or African American	7.7%
Filipino	1.7%
Hispanic or Latino	36.2%
Native Hawaiian or Pacific Islander	1.6%
Two or More Races	8.4%
White	34.8%
English Learners	15.7%
Foster Youth	0.5%
Homeless	8.7%
Socioeconomically Disadvantaged	68.5%
Students with Disabilities	11.7%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.00	96.43	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.00	3.57	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.00	0.00	0.80	0.43	18854.30	6.86
Total Teaching Positions	28.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	26.20	96.33	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.00	3.67	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00	6.10	2.89	11953.10	4.28
Unknown	0.00	0.00	3.10	1.50	15831.90	5.67
Total Teaching Positions	27.20	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	1.00	1.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.00	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	4	4.1
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

All textbooks used in the core curriculum at North Country Elementary School were selected from the state's most recent list of standards-based materials and adopted by the State Board of Education. The district follows the State Board of Education's six-seven year adoption cycle for core content materials (English/language arts, math, science, and social science).

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

October 2019

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	McGraw Hill, Wonders Education K-6 (2015-16)	Yes	0
Mathematics	CPM Educational Program, Core Connections (2014) McGraw Hill, My Math (2014)	Yes	0
Science	FOSS Science (2023) Amplify Science-6th grade (2019)	Yes	0
History-Social Science	Studies Weekly (2019)	Yes	0
Foreign Language			
Health			

School Facility Conditions and Planned Improvements

The administration and staff of North Country Elementary work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that required attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating is: Good

Year and month of the most recent FIT report

10/13/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Willow Workroom: Cabinets dirty, floors dirty Sequoia Workroom: Cabinets dirty, floors dirty
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Maple 3 Workroom: Cabinets dirty, floors dirty Oak 3 Workroom: Cabinets dirty, floors dirty Pine Workroom: Cabinets dirty, floors dirty
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate			
Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	40		40		47	
Mathematics (grades 3-8 and 11)	30		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	27.27		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	98.10%	100.00%	100.00%	100.00%	100.00%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents are encouraged to get involved in their child's learning environment either by volunteering in the classroom, attending student led conferences, participating in a decision-making group, or simply planning to enjoy school events. Parents stay informed on upcoming events and school activities through our automated telephone messages, text messages, email, parent conferences, fliers/notices, the school marquee, the school website, Aeries Parent Portal, and Facebook, Instagram, and Twitter. Contact the school office at (916) 338-6480 for more information on how to become involved in your child's learning environment.

Opportunities to Volunteer:

- PTO
- Field Trips
- Classroom support

Committees:

- English Learner Advisory Council
- Parent Teacher Organization
- School Site Council

Planned School Activities:

- Back to School Meet & Greet
- Harvest Festival
- Family Skate Night
- Dinner with a Loved One
- Title I Information Night
- Title I Family Math Night
- Title I Family Science Night
- House Meetings
- House Rallies
- School Spirit Weeks
- Awards Assemblies
- Parent Conference Weeks
- Open House

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The North Country Safe School and Emergency Preparedness Plan is updated annually with our current version approved in January 2022. The Safe School plan is reviewed with faculty at the beginning of each school year.

The Emergency Response Plan has as its primary objectives:

1. To save lives and avoid injuries;
2. To safeguard school property and records;
3. To promote a fast, effective reaction to coping with emergencies;
4. To restore conditions back to normal with minimal confusion as promptly as possible.

Attaining these objectives will require clear activation procedures and responsibilities, identification of all tasks to be performed and by whom, an organized yet flexible response, and the dedication and cooperation of all.

It is vital to the continued functioning of the school, staff, and students that we are prepared to respond effectively in times of emergencies. Such preparations will also help us meet our obligations to our community.

This plan has been developed in accordance to district guidelines to be used in case of an emergency. All members of the faculty and other employees should:

1. Familiarize themselves with this plan,
2. Be prepared to activate it immediately, and
3. Perform any duties to which they are assigned to make its activation effective.
4. Participate in annual district "disaster drill."

2023-24 School Safety Plan

The School Safety Plan is shared and reviewed with staff, annually, at the beginning of the school year.

Members of the faculty shall teach the appropriate sections of the Emergency Response Plan to the students. The members of each classroom shall be instructed in the evacuation plan so they can respond immediately upon receiving the necessary warning.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	1	3	
1	19	4		
2	31		2	1
3	23		4	
4	24		3	
5	26		3	
6	29		3	
Other	11	1		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	21	2	2	
1	23		3	
2	24		3	
3	25		3	
4	29		3	
5	25		3	
6	26		3	
Other	16	2		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
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2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	9355	3639	5716	81626
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-46.5	5.9
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	-14.3	3.0

Fiscal Year 2022-23 Types of Services Funded

North Country hosts a school based coordinated program allowing regular education, special education and English Learner students to benefit from all programs offered if appropriate and beneficial to the learner. This is evidenced in our daily intervention schedule. Resource students receive instruction based on their IEP goals.

Funding goes toward:

Professional Development

Staffing

Educational Technology

Family Engagement & Communication

Student Incentives & awards

Instructional resources & materials

Field trips

Strengthening School Culture & Climate

Positive Behavior Interventions & Supports (PBIS)

After school classes and activities are hosted by staff, and include Title I reading and math intervention for grades 1-6

Student Recognition: Awards Assemblies are held during each grading period and for special events

Clubs and activities help students realize their leadership potential and can lead to improved grades by providing students with activities that interest them. Student Clubs meet weekly for 6 week periods each trimester:

Club offerings vary depending on staffing.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

Professional Development

During the 2022-2023 school year, a variety of professional development opportunities were provided to our staff:

North Country teachers receive monthly 2.5-hour blocks as part of our implementation of Professional Learning Communities. During these blocks, administrators guide teachers through pacing, planning, creation of common assessments, data analysis for the purpose of supporting students in Tier 2 interventions.

North Country Elementary School offers support to new and veteran teachers through peer coaching and mentoring.

Instructional aides receive targeted training focused on teaching strategies and curriculum content.

All staff are encouraged to attend professional workshops and conferences specifically related to the SPSA goals.

Classified support staff receive job-related training from department supervisors and district representatives.

All teachers participated in Nancy Fetzner Writing training and applying the skills learned to the Wonders curriculum.

All teachers and focused on exploring and applying Universal Design for Learning.

Select staff members visited the Ron Clark Academy two day workshop focused on school culture and instructional practices.

All teachers participated in the Classroom Champions SEL curriculum professional development.

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This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	2	2	2

McClellan High School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	McClellan High School
Street	8725 Watt Avenue
City, State, Zip	Antelope California 95843
Phone Number	(916) 338-6440
Principal	David L. French
Email Address	davidlf@centerusd.org
School Website	https://mhs.centerusd.org/
County-District-School (CDS) Code	34 73973 3430451

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	(916) 338-6400
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

Mission Statement: McClellan students will achieve academic and personal success and become responsible, productive citizens. They will develop knowledge and skills that will prepare them for success in a variety of post-graduation options and in their adult lives.

Motto: Developing integrity, responsibility, and respect - for now and for the future.

Vision: The staff of McClellan High School commits to the following vision for our school and ourselves:

We will develop and maintain a safe, nurturing family environment, supporting our diverse population of staff and students. We will build positive connections with students to help them achieve independence and success academically, socially, physically, and emotionally.

We will provide challenging, engaging academic courses based on current standards and focused on student learning.

We will provide a variety of extracurricular opportunities, facilitating student connection to school and student growth.

We will direct students to a broad variety of post-graduation options, and we will equip them with the knowledge and skills they need to achieve success.

We will be highly qualified in our positions, continuously learning and improving our skills.

Our focus at McClellan has always been to work together as a “family”, helping students develop integrity, responsibility, and respect, as well as confidence in their own abilities. Students who have fallen behind in credits can use our program to catch up and earn a high school diploma. However, our aim is not only to facilitate students earning a high school diploma, but also to prepare them for a successful life after high school. Our experienced staff presents a standards-centered, challenging, and complete curriculum, directed by concern for each student’s individual needs and abilities. We emphasize continual improvement, taking steps toward success in all areas.

We are committed to providing the best educational program possible for each student, to help each student reach his or her maximum potential. We welcome input from parents, guardians, and community members. If you have questions about this report or our school, please contact us.

About this School

2022-23 Student Enrollment by Grade Level	
Grade Level	Number of Students
Grade 10	10
Grade 11	79
Grade 12	10
Total Enrollment	99

2022-23 Student Enrollment by Student Group	
Student Group	Percent of Total Enrollment
Female	36.4%
Male	62.6%
American Indian or Alaska Native	1%
Asian	2%
Black or African American	8.1%
Filipino	1%
Hispanic or Latino	49.5%
Native Hawaiian or Pacific Islander	3%
Two or More Races	7.1%
White	28.3%
English Learners	13.1%
Foster Youth	1%
Homeless	12.1%
Socioeconomically Disadvantaged	71.7%
Students with Disabilities	10.1%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	3.00	60.80	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.90	39.00	1.90	0.98	12115.80	4.41
Unknown	0.00	0.00	0.80	0.43	18854.30	6.86
Total Teaching Positions	5.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	2.30	54.38	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.00	0.00	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.90	45.39	6.10	2.89	11953.10	4.28
Unknown	0.00	0.00	3.10	1.50	15831.90	5.67
Total Teaching Positions	4.30	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	0.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	1.90	1.90
Total Out-of-Field Teachers	1.90	1.90

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Staff at McClellan High School have worked diligently to align curriculum and instruction to the Common Core State Standards. In adoption years, McClellan selected core texts and materials from the lists that were at that time approved by the State Board of Education and our district School Board. We make sure every student has access to necessary texts and materials both at school and at home.

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected	October 2021
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Lexia Core5 Reading and PowerUp Literacy - online programs Expository Reading & Writing Course - California State University/ 2013 Newsela.com, website Other resources For Designated EL: Edge: Reading, Writing & Language - Hampton-Brown/2014	Yes	0
Mathematics	I-Ready Math - online program Core Connections, CPM Educational Program/2014 Mathematics I, Common Core, Pearson Prentice Hall/2014	Yes	0
Science	Biozone, Environmental Science/2013 Savvas, Environmental Science/2021 Biozone, Physical Science/2020 CPO Science, Physical, Earth, and Space Science/2016	Yes	0
History-Social Science	Various sources - no textbooks used		0
Foreign Language	N/A - No foreign language courses at McClellan High School		
Health	Glencoe - Health/2001	Yes	0
Visual and Performing Arts	Various sources - no textbooks used		

School Facility Conditions and Planned Improvements

The administration and staff at McClellan High work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that requires attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating: Good

Year and month of the most recent FIT report

10/09/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Portable: Ceiling tiles stained, blinds need to be replaced,
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			

School Facility Conditions and Planned Improvements

External:

Playground/School Grounds, Windows/
Doors/Gates/Fences

X

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	29		40		47	
Mathematics (grades 3-8 and 11)	4		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	--		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 Career Technical Education Programs

McClellan High School is a continuation school, with a focus on helping students make up missed credits so they can graduate on time. We do not offer CTE classes. We do emphasize students' need to prepare for their post-high school lives, whether they go on to college or into the work force. Our teaching staff continually encourages students to value a high school diploma as a step into a more fruitful life after graduation, and our counselor meets with students individually and in groups to discuss and prepare for next steps after high school. We bring in guest speakers from various professions and from the military to explain to students how they can approach their next phase of life, and we work with students on job interview skills and applications for college and financial aid. Our goal is to help students successfully enter into their adult lives past high school.

2022-23 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2022-23 Pupils Enrolled in Courses Required for UC/CSU Admission	
2021-22 Graduates Who Completed All Courses Required for UC/CSU Admission	

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	NA	NA	NA	NA	NA
Grade 7	NA	NA	NA	NA	NA
Grade 9	NA	NA	NA	NA	NA

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

We invite involvement by all stakeholders. Parents and guardians can contact their children’s teachers regarding opportunities to help with individual classes. Parents and guardians wishing to give input into school policies and programs can contact our office to meet with the principal. We have a School Site Council made up of staff, students, and parents. We also have parents and guardians representing our school in district advisory committees. All community members are invited to the school board meetings, held the third Wednesday of each month in the school year. For more information about any of these opportunities, please call our office at (916) 338-6440.

To keep parents and guardians informed, our school uses a variety of methods of contact. We send out periodic phone calls and emails with school-related announcements and information. We also post a calendar of events on our school website, <http://mhs.centerusd.org/>. Parents and guardians may view student attendance and grades through our Homelink portal. Information about this can be found on our website or by contacting our office. Our office and teachers maintain contact with parents through phone and email, and through automated phone, email, and text messages. We welcome parents and guardians to drop in our office at any time, and to arrange meetings with teachers and classroom visitations with 24-hour notice to confirm availability.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)									
Indicator	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Dropout Rate	21.6	14.0		4.9	4.0		9.4	7.8	
Graduation Rate	48.6	76.7		86.6	91.1		83.6	87.0	

2022-23 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2022-23 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students			
Female			
Male			
Non-Binary			
American Indian or Alaska Native			
Asian			
Black or African American			
Filipino			
Hispanic or Latino			
Native Hawaiian or Pacific Islander			
Two or More Races			
White			
English Learners			
Foster Youth			
Homeless			
Socioeconomically Disadvantaged			
Students Receiving Migrant Education Services			
Students with Disabilities			

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

Our school safety plan is updated, reviewed by students, staff, and parents, and submitted for board approval by January of each year. Staff is briefed on the current plan at the start of each school year, and discussions continue throughout the year as questions arise. The plan covers crisis readiness, response, and management, goals for site maintenance and improvement, listings of important phone numbers, information about utilities, and pertinent laws, policies, and protocols related to school safety.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	9	5		
Mathematics	11	6		
Science	5	6		
Social Science	7	9		

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	9	8		
Mathematics	8	10		
Science	7	5	1	
Social Science	6	15		

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts				
Mathematics				
Science				
Social Science				

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	27719	14439	13280	73112
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	36.6	-5.1
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	67.3	-8.0

Fiscal Year 2022-23 Types of Services Funded

McClellan High School coordinates and integrates the appropriate use of funds from general state funds granted our district, CSI (Comprehensive Support & Improvement), Title One, Lottery funds, and our student fund to provide students and other stakeholders the support necessary to achieve our school mission and goals as outlined in our School Plan for Student Achievement and Local Control Accountability Plan.

CSI funds are used for strategies to increase student achievement in math and English/language arts, to improve our graduation rate, and to lower our suspension rate. These strategies include purchasing curriculum and technology, facilitating professional development, designing and maintaining programs to increase student engagement, and employing an academic coordinator to support teachers. Title One funds are used to provide extra hours for our counselor to support students in meeting graduation requirements. Lottery funds are used to purchase appropriate curriculum and instructional supplies for students. District funds provide salaries and benefits for staff, including a resource teacher to support our few students who have an IEP. Additionally, district psychologists, behaviorists, and other personnel are available to assess and evaluate students identified as potentially needing extra intervention to reach grade-level academic and behavioral standards. District funds also provide books, supplies, and other essentials for running a school.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

2022-23 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	
-----------------------------------	--

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	
English	
Fine and Performing Arts	
Foreign Language	
Mathematics	
Science	
Social Science	
Total AP Courses Offered Where there are student course enrollments of at least one student.	

Professional Development

Professional Development at McClellan High School has revolved around 2 main themes: 1) Standards-based, objective-focused instruction following UDL principles, and 2) Implementation of a school-wide PBIS program.

Each school year, we have two days of staff development before students return and at least other one day of staff development, and we present staff development workshops at many of our regular staff meetings during the course of the year. Additionally, teachers are encouraged to attend off-site workshops when available and appropriate. Since we are a small staff (4 teachers), we have also provided individual mentoring for staff. The principal performs regular in-class observations to provide feedback and coaching on implementation of new strategies and technologies, and staff meets weekly, providing opportunity for discussion. Our Academic Coordinator supports teaching staff in refining teaching strategies to improve student learning. The Academic Coordinator observes lessons, examines data, gives feedback, coaches, and directs teachers in developing improved lessons and delivery through our PLC process. The Academic Coordinator also researches and recommends professional development opportunities for individual teachers and all staff.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	4	4	3

Cyril Spinelli Elementary School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Cyril Spinelli Elementary School
Street	3401 Scotland Drive
City, State, Zip	Antelope, CA 95843
Phone Number	(916) 338-6490
Principal	Erica Olmstead
Email Address	eolmstead@centerusd.org
School Website	https://spinelli.centerusd.org/
County-District-School (CDS) Code	34-73973-6032924

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	(916) 338-6400
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

Welcome to Spinelli Elementary's annual School Accountability Report Card. In accordance with Proposition 98, every school in California is required to issue an annual School Accountability Report Card that fulfills state and federal disclosure requirements. Parents will find valuable information about our academic achievement, professional staff, curricular programs, instructional materials, safety procedures, classroom environment, and condition of facilities.

Spinelli Elementary School provides a warm, stimulating environment where students are actively involved in learning academics as well as positive values. Students receive challenging curriculum aligned with the Common Core State Standards, by dedicated professional staff based on the individual needs of the students. Ongoing evaluation of student progress and achievement helps us refine the instructional program so students can achieve academic proficiency. We have made a commitment to provide the best educational program possible for Spinelli Elementary School's students and welcome any suggestions or questions you have about the information contained in this report or about the school. Together, through our hard work, our students will be challenged to reach their maximum potential.

Spinelli Elementary Mission Statement

Spinelli's diverse students will become responsible citizens committed to academic excellence

Spinelli Elementary Vision Statement

To achieve our mission, Spinelli staff will:

Provide a nurturing and challenging educational environment

Empower students through broad curriculum utilizing individualized technology

Foster lifelong learners who are flexible thinkers, problem solvers, and team players

Have clear expectations for student behaviors and procedures

Encourage students, families, and community members to actively participate in our programs

Collective Commitments

(what the adults must do at Spinelli Elementary School to help achieve the mission and vision)

We will utilize District Pacing Guides to plan instruction and assessment of student learning

We will initiate small and whole group instruction based on students' needs

2023-24 School Description and Mission Statement

We are committed to high expectations for learning, behavior, and citizenship regardless of background, label, or past experiences

We are committed to effective communication regarding student progress and to providing parents with resources, strategies, and information to help students succeed

We are committed to a safe, trusting and collaborative environment, open to learning from others to achieve our SMART goals. We are committed to data driven decision making and we will utilize a variety of instructional strategies to promote success for all students.

We will honor the whole child, treating them with respect and care and attending to their social and emotional needs

We will work with colleagues to achieve our SMART goals

We are committed to data driven decision making

We hold students to high academic and behavioral expectations

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	45
Grade 1	41
Grade 2	44
Grade 3	49
Grade 4	31
Grade 5	40
Grade 6	36
Total Enrollment	286

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	42.3%
Male	57.7%
American Indian or Alaska Native	0.3%
Asian	14%
Black or African American	5.9%
Filipino	2.4%
Hispanic or Latino	36.7%
Native Hawaiian or Pacific Islander	1.4%
Two or More Races	8.4%
White	30.8%
English Learners	19.6%
Foster Youth	0.3%
Homeless	11.2%
Socioeconomically Disadvantaged	71.7%
Students with Disabilities	21%

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	14.00	87.50	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	2.00	12.50	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.00	0.00	0.80	0.43	18854.30	6.86
Total Teaching Positions	16.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.20	84.89	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	4.92	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.20	1.23	6.10	2.89	11953.10	4.28
Unknown	1.80	9.01	3.10	1.50	15831.90	5.67
Total Teaching Positions	20.30	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	2.00	1.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	2.00	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.20
Total Out-of-Field Teachers	0.00	0.20

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	16.6	7.6
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	7.6

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

All textbooks used in the core curriculum at Spinelli Elementary School were selected from the state's most recent list of standards-based materials and adopted by the State Board of Education. The district follows the State Board of Education's six- seven year adoption cycle for core content materials (English/Language Arts, Math, Science, and Social Science).

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	2015 McGraw Hill, Wonders ELA K-6 with ELD materials	Yes	0
Mathematics	2014, CPM Educational Program, Core Connections Grade 6 2014, McGraw Hill, My Math K-5	Yes	0
Science	2018 Amplify 6th grade 2022, FOSS Science K-5	Yes	0
History-Social Science	2018 Studies Weekly	Yes	0
Foreign Language	none		
Health	none		
Visual and Performing Arts	none		

School Facility Conditions and Planned Improvements

The administration and staff of Spinelli Elementary School work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that requires attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating is: Exemplary.

Year and month of the most recent FIT report

10/11/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains		X		Multipurpose Room: Drywall repairs needed in both boys and girls RR Restrooms. Rooms 1-6: Epoxy floor is failing, needs to be replaced Room 18 Adult Restroom: Floors dirty, grout needs to be cleaned Room 18 Student Restroom: Floors dirty, grout needs to be cleaned
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			CDC - 1: Dryrot under window and on southside of room CDC - 3: Dryrot front and side of room
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
- 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
- 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	45		40		47	
Mathematics (grades 3-8 and 11)	30		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	27.59		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	100.00%	100.00%	100.00%	100.00%	81.82%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Spinelli Elementary School is holding PTO meetings, School Site Council meetings, and English Language Advisory Committee meetings in person, but parents may attend virtually if they choose. Below are the opportunities for participation Spinelli Elementary has available:

Parents are encouraged to get involved in their child's learning environment either by volunteering in the classroom, participating in a decision-making group, or attending school events. Parents stay informed of upcoming events and school activities through the automated telephone messages, emails, fliers, newsletters, parent conferences, progress reports, the school marquee, the school website, Class Dojo, and Aeries Homelink.

Opportunities to volunteer include:

- * Chaperone field trips
- * Classroom helper
- * Fundraising activities and assemblies
- * Spinelli Tiger Ticket Store

School committees include:

- * English Learner Advisory Council
- * School Site Council
- * PTO

School activities include:

- * Back to School Parent Meeting
- * Open House
- * Recognition Assemblies
- * Holiday Social
- * Scholastic Book Fairs
- * Anti bullying Assemblies
- * Spirit Days
- * Field Trips and Assemblies
- * Fall Harvest Festival
- * Multicultural Night
- * Ice Cream social
- * Trunk or Treat
- * Title 1 Family Night

2022-23 Chronic Absenteeism by Student Group				
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The Comprehensive School Site Safety Plan was developed for Spinelli Elementary School in collaboration with local agencies and the district to fulfill Senate Bill 187 requirements. Components of this plan include crisis management procedures; an Incident Command System, lockdown and student release procedures, and yearly safety trainings. It also includes crisis readiness procedures; bomb threats, chemical spills, hostage situations, severe weather, and a shooting or stabbing incident. Lastly, the site action plan describes goals for school climate and the physical environment. The school's safety plan is reviewed and updated by the site safety committee using input from our safety surveys and discussed with the staff and School Site Council by November of each school year.

D. Other SARC Information

Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	20	2		
1	24		2	
2	18	2		
3	19	1	1	
4	33			
5	23		1	
6	36			1
Other	14	2		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	11	3		
1	19	2		
2	23		2	
3	18	2		
4	17	2		
5	31		1	
6	24		1	
Other	9	5		

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
-------------	--------------------	--------------------------------------	---------------------------------------	-------------------------------------

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	12795	5109	7687	83656
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-17.7	8.4
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	15.3	5.5

Fiscal Year 2022-23 Types of Services Funded

As part of the Local Control Funding Formula, school districts are required to develop, adopt, and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP is a comprehensive plan showing how school districts support student success. The plan is organized around state and local priorities. Center Joint Unified School District has created goals to meet the LCAP requirements. The first goal is: All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success. At Spinelli, we teach the Common Core State Standards, use the district adopted curriculum, participate in staff development and collaboration to improve student learning, and ensure EL students get additional support where needed. To reach our goals, we provide an intervention program five days a week with three credentialed teachers providing additional support throughout the school day by pushing-in and pulling out to all classrooms. The second goal: All stakeholders will experience a school and district climate that is physically and emotionally safe and supportive. Students are recognized for attending school. If a child is not at school, the office staff calls the family and reaches out to them. In addition, Spinelli offers various extracurricular opportunities during lunch and after school. We have found that students who feel connected to school have a much better rate of attendance. Families are encouraged to participate in evening events that build academic, as well as social learning skills. The third goal: All students will benefit from improved partnerships and communication with all stakeholders. We offer several opportunities during the school year for our families to participate in day and evening educational events. We communicate with families via email, auto-dialer messages, phone calls home, personal parent meetings, written communication, Class Dojo, and internet access to student grades via Aeries Homelink. The fourth goal: All students receiving special education services will experience individualized support to increase academic achievement, increase attendance, decrease chronic absenteeism and decrease behaviors that lead to suspension. At Spinelli, we have a full time Resource specialist for Special Education students who supports students' specific learning goals.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

Professional Development

CJUSD has offered many Professional Development workshops over the past several years. Quality trainings were offered and well attended to support staff on using the ELA and Math curriculum. In addition, the district and the school sites are continually learning how to disaggregate data within their Professional Learning Communities (PLC's). We are implementing the Positive Behavioral Interventions and Support (PBIS) system school wide. Trainings are conducted periodically for all staff by the PBIS Leadership Team.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	4	4	4

Center High School

2022-2023 School Accountability Report Card (Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Center High School
Street	3111 Center Court Lane
City, State, Zip	Antelope, CA 95843
Phone Number	(916) 338-6420
Principal	Jerald Ferguson
Email Address	jferguson@centerusd.org
School Website	www.chs.centerusd.org
County-District-School (CDS) Code	34739733430378

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	(916) 338-6400
Superintendent	Scott Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

School Profile

Center High School is located in the community of Antelope in the northern region of Sacramento County and serves students in grades nine through twelve. At the beginning of the 2023-24 school year, approximately 1395 students were enrolled. Center High School is home to the Media Communications Academy (MCA), AVID, Project Lead the Way Biomedical Sciences and Engineering Programs, 911/Call Center/Customer Service Program, Pharmacy Technician Program, Geometry in Construction Program, CARE program, and a variety of Pdvanced Placement (AP) and honors courses. In addition, a full range of extracurricular activities, clubs, and athletic teams operate year round.

Vision Statement

Center High School's vision is to be the leading example of overall student achievement in secondary education while fostering an environment where life-long learning and service are intrinsically valued.

Mission Statement

The mission of Center High School is to guide and encourage each student to reach his/her unique potential as a productive, respectful and responsible member of a multi-ethnic community.

School Motto:

Home of Scholars and Champions

About this School

2022-23 Student Enrollment by Grade Level	
Grade Level	Number of Students
Grade 9	324
Grade 10	344
Grade 11	347
Grade 12	297
Total Enrollment	1,312

2022-23 Student Enrollment by Student Group	
Student Group	Percent of Total Enrollment
Female	47.4%
Male	52.1%
American Indian or Alaska Native	0.8%
Asian	8.1%
Black or African American	11.1%
Filipino	3.9%
Hispanic or Latino	32.5%
Native Hawaiian or Pacific Islander	1.2%
Two or More Races	7.5%
White	33.9%
English Learners	9.1%
Foster Youth	0.2%
Homeless	4%
Socioeconomically Disadvantaged	53.1%
Students with Disabilities	15.8%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	53.00	84.93	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	8.70	14.00	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.60	1.06	0.80	0.43	18854.30	6.86
Total Teaching Positions	62.50	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	54.30	84.77	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	5.90	9.21	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	2.60	4.12	6.10	2.89	11953.10	4.28
Unknown	1.20	1.87	3.10	1.50	15831.90	5.67
Total Teaching Positions	64.00	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	8.70	5.90
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	8.70	5.90

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	2.60
Total Out-of-Field Teachers	0.00	2.60

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	15	13.8
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.2	3

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

October 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Pearson myPerspectives - 9th English Language Arts - California 2017 Pearson myPerspectives - 10th English Language Arts - California 2017 Pearson myPerspectives - 11th American Literature - California 2017 Pearson myPerspectives - 12th British and World Literature - California 2017 Bedford, Freeman, & Worth 2016 - Advanced Language and Literature - 2016 Bedford/St. Martin's - The Language of Composition Reading Writing Rhetoric - 2nd Edition / 2013 Pearson Longman - Literature: An Introduction to Fiction, Poetry, and Drama - 9th Edition / 2005 Vocabulary Power Plus Online Edition Grades 9-12	Yes	0
Mathematics	CPM Publishing, Core Connections / 2014 CPM Publishing, Integrated Math 1 / 2014 CPM Integrated Math 2/2015 Houghton Mifflin, Larson & Hostetler's Pre-Calculus / 2008 Key Curriculum Press, Calculus / 2005 McDougal Littell, Algebra II / 2008 Starnes, Tabor: The Practice of Statistics---Updated 6th edition CPM Publishing, Honors Precalculus: CPM Pre-Calculus with Trigonometry Version 4.0 / 2009	Yes	0
Science	AP Biology - Pearson - Campbell Biology in Focus 2020 Biology - Pearson Experience Biology; 2020 Chemistry - Pearson Experience Chemistry 2021 Environmental Science - Pearson - 2021 Physical Science - CPO - Physical Earth and Space Science 2016 Physics - McGraw-Hill, Glencoe - Physics Principles and Problems 2017	Yes	0
History-Social Science	World History - McGraw Hill - World History, Culture, & Geography - 2019 US History - McGraw Hill - Impact: United States & Geography--Continuity and Change - 2019 AP US History - Bedford - America's History: 8th Edition - 2014 Government - Pearson - Magruder's American Government - CA Edition - 2019 AP Government - Bedford, Freeman, & Worth - American Government Stories of a Nation - 2019	Yes	0

	Economics - Pearson - Economics: Principles in Action -2019 AP Economics - Bedford, Freeman, & Worth - Krugman's Economics for AP 2nd Edition - 2015 Geography - McGraw Hill - Geography: The Human and Physical World - 2015 Sociology - McGraw Hill - Sociology and You - 2014 Psychology - Holt McDougal - Psychology Principles in Practice - 2010 AP Psychology - Pearson - Psychology AP Edition: 4th Edition - 2015 Criminal Justice - McGraw Hill - Street Law - 2016		
Foreign Language	EMC - Que Chevere Levels 1, 2, 3, and 4 - 2016 Vista - Tamas - 2013 Vistas - Tamas 2015 - AP Spanish Pearson - Golosa: Basic Course in Russian - Books 1 & 2 - 2014	Yes	0
Health	Glencoe Health Digital 2020 American Heart Association "In Schools" Training Kit for CPR and AED training	Yes	0

School Facility Conditions and Planned Improvements

The administration and staff of Center High work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that requires attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating is: Good

Year and month of the most recent FIT report

10/10/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces		X		Room 602: Floors dirty, desks and counters dusty, window sills dirty Room 603: Floors dirty, desks and counters dusty, window sills dirty Room 604: Floors dirty, desks and counters dusty, window sills dirty GYM: Bleachers dirty Room 402: Floors dirty, desks dirty, window sills dirty Room 403: Floors dirty, desks dirty, window sills dirty Room 404: Floors dirty, desks dirty, window sills dirty Boys-Girls team Room/Dance Room: Floors dirty, stained ceiling tiles, dirty window sills Weight Room: Floors and walls dirty, equipment dusty Locker Rooms: Floors dirty, tops of lockers dusty, toilets not cleaned, partitions dusty and dirty Restrooms Near 700: Floors dirty, walls dirty, sinks not cleaned, toilets not cleaned
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Room 602: Floors dirty, desks and counters dusty, window sills dirty

School Facility Conditions and Planned Improvements

				Room 603: Floors dirty, desks and counters dusty, window sills dirty Room 604: Floors dirty, desks and counters dusty, window sills dirty Room 110: Desks dirty, shelves dusty, carpet dirty Room 210: Floor dirty, window sills dirty, whiteboards dirty Room 211: Floor dirty, window sills dirty, whiteboards dirty Room 212: Floor dirty, window sills dirty, whiteboards dirty Restrooms Near 700: Floors dirty, walls dirty, sinks not cleaned, toilets not cleaned
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains		X		Locker Rooms: Floors dirty, tops of lockers dusty, toilets not cleaned, partitions dusty and dirty Stadium: Restrooms Near 700: Floors dirty, walls dirty, sinks not cleaned, toilets not cleaned
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
		X	

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
- 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
- 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	66		40		47	
Mathematics (grades 3-8 and 11)	29		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	21.17		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 Career Technical Education Programs

Students begin their CTE course journey at the elementary level with the Launch program and transition to the Gateway program in middle school. At the high school level students complete CTE pathways in five different CTE sectors: Arts, Media and Entertainment; Building and Construction Trades; Information and Communications Technologies; Marketing, Sales, and Services; Engineering and Architecture; Health Science and Medical Technology; and Public Services. Within those sectors there are separate CTE pathways: Multimedia Productions; Graphic Design; Animation; Residential and Commercial Construction; Entrepreneurship/Self-Employment; Engineering Design; Biotechnology; Patient Care; Emergency Response (Pathway 233) - 911 Dispatcher. Mike Jordan, Director of Curriculum and Instruction and Special Education, is the primary representative for the district's CTE programs. Center High School will have a new CTE Coordinator in the Spring of 2024 who will become the primary representative for CTE courses at the high school and work directly with site administration and the district to support CTE courses.

Media Communications Academy (MCA) at Center High prepares MCA students for college and career by requiring all students to complete CORE and CTE coursework. MCA is a CTE-based California Partnership Academy, also designated a Lighthouse Program. The AVID program at Center High and Wilson C Riles Middle School supports pathways to college. Dual Enrollment courses are offered through Sierra College in Astronomy, Medical Intervention, Entrepreneurship, English 12, and Statistics.

During the 2023-24 school year, Center High School offered the following career technical education programs as elective courses:

Intro to Media and Design (Information and Communications Technologies)

Graphics Design

Advanced Graphic Design

Intermediate Animation

Advanced Animation

Beginning Broadcasting

Advanced Broadcasting

Sports Video Production and Broadcasting

Yearbook Productions

Project Lead the Way (PLTW) Biomedical Sciences

- Principles of Biomedical Sciences
- Human Body Systems
- Medical Interventions

Project Lead the Way (PLTW) Engineering

- Introduction to Engineering Design
- Principles of Engineering

Digital Electronics

Geometry in Construction

Construction in Geometry

Construction in Geometry Foreperson

Entrepreneurship Through Marketing Creativity and Innovation 1

911 Dispatcher/Customer Service/Call Center I

911 Dispatcher/Customer Service/Call Center II

Pharmacy Technician

2022-23 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2022-23 Pupils Enrolled in Courses Required for UC/CSU Admission	
2021-22 Graduates Who Completed All Courses Required for UC/CSU Admission	

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 9	69.65%	74.76%	73.80%	74.44%	73.80%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents/Guardians are encouraged to get involved in their student's learning environment either by volunteering in the classroom, participating in a decision-making group, attend school events, or contact the front office for other opportunities.

Parents/Guardians stay informed on upcoming events and school activities through daily bulletins, emails, flyers, letters, parent conferences, progress reports, school newsletters, Catapult Messaging (automated email, text, and telephone message delivery system), the school marquee, the school website, Facebook, and weekly emails from the principal.

Contact the school office at (916) 338-6420 for more information on how to become involved in your student's learning environment.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Dropout Rate	2.6	2.3		4.9	4.0		9.4	7.8	
Graduation Rate	92.1	93.7		86.6	91.1		83.6	87.0	

2022-23 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2022-23 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students			
Female			
Male			
Non-Binary			
American Indian or Alaska Native			
Asian			
Black or African American			
Filipino			
Hispanic or Latino			
Native Hawaiian or Pacific Islander			
Two or More Races			
White			
English Learners			
Foster Youth			
Homeless			
Socioeconomically Disadvantaged			
Students Receiving Migrant Education Services			
Students with Disabilities			

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				
Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The Center High School School Site Safety Plan is reviewed and updated on a yearly basis. Components of the plan include child abuse reporting procedures, disaster response processes and procedures, sexual harassment policy, as well as goals for improving both the safety of the school and overall school climate. The latest plan was reviewed, updated, and discussed with the District Safety Team, site safety team, administration, and School Site Council in January of 2023.

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	12	123		
Mathematics	12	120	1	
Science	13	59	1	
Social Science	13	106	1	

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	21	41	26	14
Mathematics	18	49	28	10
Science	20	19	21	4
Social Science	22	31	10	29

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts				
Mathematics				
Science				
Social Science				

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	8910	2593	6317	81749
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-36.9	6.1
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	-4.3	3.2

Fiscal Year 2022-23 Types of Services Funded

In addition to general fund state funding, Center Joint Unified School District receives state and federal categorical funding for special programs. For the 2023 - 2024 school year, the district received categorical, special education, and support programs funds from:

- Department of Rehabilitation
- Education Protection Account
- Lottery: Instructional Materials
- Medi-Cal Billing Option
- Other Local: Locally defined
- Partnership Academies Program
- Special Education
- Title I
- Title II
- Title III
- Title X, McKinney-Vento Homeless Assistance
- Transportation
- Transportation: Special Education
- Vocational Programs

With this additional funding, Center High School offers the following programs and services:

- Workability Program for special education students who qualify through the Department of Rehabilitation. This program provides employment related services to participants.
- Media Communications Academy (MCA)
- Homeless and foster care services through Americorp workers on campus
- Career Technical Education courses and programs including Information and Communications Technologies, Geometry in Construction, Project Lead the Way biomedical and engineering, 911 Dispatcher/Call Center/Customer Service Program, Pharmacy Technician Program, Sports Broadcasting, and Computer Graphics
- Dual Enrollment courses with Sierra College in business entrepreneurship, astronomy, allied health, English 12, and statistics
- Tutorial and Study Skills courses
- Advanced Placement (AP) courses including English, statistics, calculus A/B, government, United States history, micro- and macroeconomics, computer science, psychology, Spanish, and studio art
- Support classes in English for students who are struggling in those academic areas including corrective reading courses
- LTEL tutorials and classes
- 4 full-time academic counselors
- 1 College and Career Center Coordinator
- 1 social worker

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

2022-23 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	
English	
Fine and Performing Arts	
Foreign Language	
Mathematics	
Science	
Social Science	
Total AP Courses Offered Where there are student course enrollments of at least one student.	

Professional Development

Staff Development
All training and curriculum development activities at Center High School revolve around the Common Core State Standards and Frameworks. Decisions concerning selection of staff development activities are performed by the administrative and leadership teams using tools such as teacher input, state assessment results, WASC, and data analysis to determine the areas in which additional teacher training may enhance classroom instruction and increase student achievement levels. Center High School supports ongoing professional growth throughout the year on early release days every Monday. Teachers meet in both grade level and department level teams to conduct data analysis to identify areas of need. Teaching staff are provided the opportunity to participate in district-sponsored staff development workshops or training session as 1) a supplement to site-based staff development, 2) for reinforcement of or follow-up on previous training, or 3) follow-up training for newly implemented programs/curricula. Many teachers also participate in professional development opportunities on weekends and during the summer.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	4	4	4

Arthur S. Dudley Elementary School

2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fq/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Arthur S. Dudley Elementary School
Street	8000 Aztec Way
City, State, Zip	Antelope, CA 95843-4486
Phone Number	(916) 338-6470
Principal	Brett Homesley
Email Address	bhomes@centerusd.org
School Website	dudley.centerusd.org
County-District-School (CDS) Code	34739736032908

2023-24 District Contact Information

District Name	Center Joint Unified School District
Phone Number	(916) 338-6330
Superintendent	Scott A. Loehr
Email Address	superintendentsoffice@centerusd.org
District Website	www.centerusd.org

2023-24 School Description and Mission Statement

It is the mission of Dudley Elementary School to ensure high levels of learning for each student leading them to be young adults who are college and career ready. Through mutual respect within the total school community, our children will grow and learn in a positive, supportive atmosphere where faculty, staff, students, and parents together are enthusiastic about the teaching and learning process.

Dudley is a TK-6 school. We have about 600 students. Along with our general education program, we offer support through Title I, ELD, SDC RSP, SLP, OT, as well as having 2 full-time counselor on campus. We are a PBIS school with consistent school-wide expectations, a multi-faceted acknowledgement system, and tiered supports to promote student success.

As a staff, we are proud of our diverse community. As a team, we look to take advantage of the strengths of our individual students as we identify ways that we can support them through their challenges.

About this School

2022-23 Student Enrollment by Grade Level	
Grade Level	Number of Students
Kindergarten	96
Grade 1	77
Grade 2	66
Grade 3	83
Grade 4	96
Grade 5	95
Grade 6	93
Total Enrollment	606

2022-23 Student Enrollment by Student Group	
Student Group	Percent of Total Enrollment
Female	47.9%
Male	52.1%
American Indian or Alaska Native	1.2%
Asian	11.4%
Black or African American	20.6%
Filipino	1.8%
Hispanic or Latino	30.4%
Native Hawaiian or Pacific Islander	0.7%
Two or More Races	3%
White	31%
English Learners	16.2%
Foster Youth	0.3%
Homeless	8.4%
Socioeconomically Disadvantaged	70.5%
Students with Disabilities	14.9%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	28.00	96.55	184.50	91.57	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	3.45	14.10	7.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	1.90	0.98	12115.80	4.41
Unknown	0.00	0.00	0.80	0.43	18854.30	6.86
Total Teaching Positions	29.00	100.00	201.50	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	28.20	96.58	187.60	88.64	234405.20	84.00
Intern Credential Holders Properly Assigned	0.00	0.00	0.00	0.00	4853.00	1.74
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	1.00	3.42	14.70	6.97	12001.50	4.30
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	0.00	0.00	6.10	2.89	11953.10	4.28
Unknown	0.00	0.00	3.10	1.50	15831.90	5.67
Total Teaching Positions	29.20	100.00	211.70	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	1.00	1.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.00	1.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.00

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	4.5	4
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

The district certified to the governing board on 10/18/2023 that the district has a sufficient supply of textbooks and instructional materials in the core academic areas. Sufficient textbooks and instructional materials include each pupil, including English learners, having a textbook or instructional materials, or both, to use in the classroom or take home.

Year and month in which the data were collected

November 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	McGraw Hill, Wonders Reading 2016	Yes	0
Mathematics	CPM Educational Program, Core Connections 2014 McGraw Hill, My Math 2014	Yes	0
Science	Harcourt School Publishers, California Science 2008 Amplify Science 2019 (6th Grade Only)	Yes	0
History-Social Science	Studies Weekly . 2019	Yes	0

School Facility Conditions and Planned Improvements

The administration and staff of Dudley Elementary School work very closely with the maintenance and grounds department of the Center Joint Unified School District. If any situation is identified that requires attention, work orders are submitted, and the situations are resolved in a very timely manner.

Overall rating: Good.

Year and month of the most recent FIT report

10/09/23

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			Room T4: Room Dusty Room T5: Room Dusty
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			Cafeteria/MP: Floors dirty, tables dirty
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			Administration: Restroom floor dirty, sink dirty
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate			
Exemplary	Good	Fair	Poor
	X		

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	25		40		47	
Mathematics (grades 3-8 and 11)	16		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	9.09		23.76		29.47	

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	76.09%	96.74%	96.74%	94.57%	93.48%

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

Parents are encouraged to get involved in their child's learning environment either by volunteering in the classroom, participating in a decision-making group, or simply attending school events. Parents stay informed on upcoming events and school activities through automated text messages, emails, progress reports, and the school website. Contact the school office at (916) 338-6470 for more information on how to become involved in your child's learning environment.

School Site Council provides parents an opportunity to learn more about our school programs, especially those funded through Title I funds. Along with Back-toSchool Night and Open House, each grade level hosts on Family Night with various activities showcasing student work or curricular content from that grade level.

Our hope is that Dudley is a place where parents can easily be aware of what is going on and know that they can reach out to us with any questions or requests for support.

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students				
Female				
Male				
American Indian or Alaska Native				
Asian				
Black or African American				
Filipino				
Hispanic or Latino				
Native Hawaiian or Pacific Islander				

Two or More Races				
White				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students Receiving Migrant Education Services				
Students with Disabilities				

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions									
Expulsions									

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		

English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The district takes great efforts to ensure that all schools are clean, safe, and functional through proper facilities maintenance and campus supervision. Dudley Elementary School's original facilities were built in 1959; ongoing maintenance and campus improvements ensure facilities remain up to date and provide adequate space for students and staff.

Dudley Elementary School's Comprehensive Safety Plan is updated annually with the current plan being approved by the CJUSD Board of Education in the Spring of 2023. This plan will be reviewed and updated in the Fall of 2024.

The Safety Plan has two goals related to School Climate: Goal #2: A school environment that has in place supports for students' social-emotional needs will be provided.

The Safety Plan has four goals related to the Physical Environment: Goal #1: The physical environment of Dudley Elementary will be free of hazards. Goal #2: 100% of staff will understand the Safety Plan procedures and their role in the Incident Command System. Goal #3: Staff members will wear their staff badges and carry a 2-way radio whenever outside of the classroom. Goal #4 Safety kits will be stored in each classroom.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	24	1	3	
1	24		3	
2	24		4	
3	21	1	3	
4	25		3	
5	29		3	
6	31		3	
Other	14	1		

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	23	1	3	
1	21	1	2	
2	21	1	2	
3	16	4	1	
4	24		3	
5	24		3	
6	25		3	
Other	15	2	1	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
-------------	--------------------	--------------------------------------	---------------------------------------	-------------------------------------

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	8592	2578	6014	79714
District	N/A	N/A	9176	\$77,784
Percent Difference - School Site and District	N/A	N/A	-41.6	3.6
State	N/A	N/A	\$7,607	\$81,984
Percent Difference - School Site and State	N/A	N/A	-9.2	0.7

Fiscal Year 2022-23 Types of Services Funded

Dudley Elementary School is committed to assisting all of our students with support in the areas of academic, behavioral, and social-emotional development.

Academically, we provide support at several levels. When a student is identified with an area of need, the teacher identifies accommodations and modifications to employ, writes a SMART goal related to the area of need, and meets with the parent of the child to relay this information. Academic support may occur through grade-level Intervention Rotation, in-class Workshops, or small groups in a pull-out model. Student progress is monitored and adjustments to the strategy are made as needed.

Behaviorally, Dudley Elementary utilizes Positive Behavior Intervention Support (PBIS). We are currently in tier I and tier II implementation. The focus of the tier I strategy is to clearly identify behavior expectations stated with positive language. Students are acknowledged for displaying these expectations. There is also a clearly defined strategy for students experiencing difficulty meeting expectations. Office Referral data is gathered and analyzed on a regular basis to identify if particular expectations need to be revisited as identified. Tier II focuses on those students who haven't responded to tier I level supports, and additional strategies, such as Check-In Check-Out, are utilized, and data is tracked as to the effectiveness of the strategy.

Dudley Elementary attempts to meet the social and emotional needs of our students by accessibility to a school counselor 5 days per week. We utilize Healthy Play, Second Step, and Community Circles in all classrooms as tier-I intervention strategies. Dudley participates in an anti-bullying strategy, Safe School Ambassadors. In this program, students who are from a wide

Fiscal Year 2022-23 Types of Services Funded

cross-section of our student population are trained in specific language and strategies they can use to intervene and minimize student mistreatment as well as support the student who received such behavior and strategies for making adults aware of student mistreatment. We offer Toolbox as a skill development strategy as a tier II strategy. As needed, we can access support from the district Behavior Support Team as well as ERMHS counseling.

Dudley Elementary strives to have all of our students become college and career-ready, and these programs have proven to be quite valuable.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,684	\$50,875
Mid-Range Teacher Salary	\$71,341	\$79,761
Highest Teacher Salary	\$100,542	\$103,045
Average Principal Salary (Elementary)	\$115,715	\$128,154
Average Principal Salary (Middle)	\$121,695	\$131,774
Average Principal Salary (High)	\$129,188	\$142,676
Superintendent Salary	\$224,277	\$211,462
Percent of Budget for Teacher Salaries	32.03%	30.11%
Percent of Budget for Administrative Salaries	4.26%	5.49%

Professional Development

23-24 Professional Development
Site PD

Our staff is completing a two-year commitment to Wonders ELA training. This is a deep dive into teaching Wonders with fidelity, our trainer comes and observes our teaching staff and then identifies areas of the curriculum that we need to utilize better. We are using our iReady data and screeners to guide our instruction. We also have our math and ELA coaches who can support or guide staff through the curriculum.

We are also engaging in a CAL-ISP grant. This grant is a two-year commitment and we are in year one. There are six modules that our staff will participate. The modules are Implicit Bias, Vulnerable Decisions, Cultural Awareness, WISE Praise, Community Circles, and Greetings at the door. This grant utilizes PBIS strategies but focuses specifically on the skill and self-evaluate how we are implementing these skills.

District-level Professional Development

- Wonders ELA training
- My Math
- How to teach reading
-

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	3	3	3

Agenda Item: XIII-12



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: January 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado, Director of Fiscal Services

Initials:

LC

SUBJECT: Independent Audit Report for Fiscal Year 2022-23

☒ **Action Item**

☐ **Information Item**

Attached Pages 83

BACKGROUND:

Education Code 41020 requires school districts to conduct an annual audit of all funds under the jurisdiction of the Governing Board. The District's annual audit has been prepared by Crowe LLP. State Law requires that the Governing Board of Education review and accept the annual audit report.

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees receive the Independent Audit Report for the Fiscal Year ended June 30, 2023, submitted by Crowe LLP.

Agenda Item: XIII-12

CENTER JOINT UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS

June 30, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the Year Ended June 30, 2023

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CENTER JOINT UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION
For the Year Ended June 30, 2023
(Continued)

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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Center Joint Unified School District
Antelope, California

Report on the Audit of the Financial Statements***Opinions***

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Center Joint Unified School District, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Center Joint Unified School District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Center Joint Unified School District, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Center Joint Unified School District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center Joint Unified School District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center Joint Unified School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center Joint Unified School District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 to 12 and the General Fund Budgetary Comparison Schedule, the Schedule of Changes in the District's Net Other Postemployment Benefits (OPEB) Liability, the Schedule of the District's Proportionate Share of the Net Pension Liability, and the Schedule of the District's Contributions on pages 44 to 49 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Center Joint Unified School District's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary information are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and, except for that portion marked "unaudited", was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole. The information marked "unaudited" has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2023 on our consideration of the Center Joint Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center Joint Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center Joint Unified School District's internal control over financial reporting and compliance.


Crowe LLP

Sacramento, California
December 1, 2023

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The Management's Discussion and Analysis (MD&A) of Center Joint Unified School District's financial documents provides an overall review of the District's financial activities for the fiscal year ended June 30, 2023. The MD&A is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34. Certain comparative information is required to be presented in this document. The intent of this discussion and analysis is to look at the District's financial performance as a whole, so to provide a complete understanding of the District's financial performance please read this MD&A in conjunction with the Independent Auditor's Report.

DISTRICT OVERVIEW

Center Joint Unified School District, located in Sacramento and Placer Counties, is the second oldest school district in California. The District provides educational services to residents in Antelope and Roseville. The District operates under the jurisdiction of the Sacramento County Office of Education and is governed by a Board of Education consisting of five members.

The District operates five elementary schools, one middle school, one comprehensive high school, and one continuation high school. Enrollment was 4,196 students on Census Day in October 2022.

FINANCIAL HIGHLIGHTS

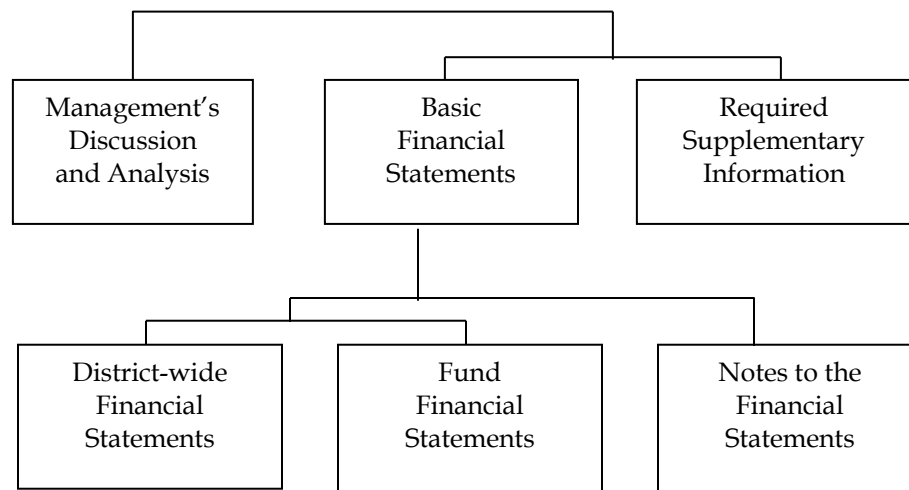
- The assets and deferred outflow of resources total \$216,917,987. The liabilities and deferred inflow of resources total \$191,605,735. The assets and deferred outflow of resources are greater than the liabilities and deferred inflow of resources of the District at June 30, 2023 by \$25,312,252 (net position). Net position increased \$3,808,751 from June 30, 2022.
- The Local Control Funding Formula Sources account for 63.35% of the District's General Fund revenues.
- In 2022-23 the District expended 72.70% of its General Fund expenditures on certificated salaries, classified salaries, and related benefits.
- General Fund governmental fund revenue and other sources exceeded expenditures by \$10.43 million increasing the ending fund balance to \$32.41 million. The ending fund balance consisted of \$196,278 of nonspendable funds, \$14.10 million for restricted programs, \$8.32 for committed designations, \$1.74 million for economic uncertainties, and \$8.05 million that is unassigned.
- In complying with GASB 34, capital fixed assets were valued at historical cost. The total of the District's capital assets, land, site, buildings, and equipment, valued on an acquisition cost basis, was \$197.75 million. After depreciation, the June 30, 2023 book value for capital assets totaled \$116.02 million. See Table 3 later in this discussion.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to basic financial statements. The statements are followed by a section of required supplementary information that further explains and supports the financial statements. These statements are organized so the reader can understand the Center Joint Unified School District as a financial whole, an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial activities.

Components of the Financial Section



Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader of the District's Annual Financial Report a broad overview of the financial activities in a manner similar to a private sector business. The government-wide financial statements include the *Statement of Net Position* and the *Statement of Activities*.

- The *Statement of Net Position* presents information about all of the District's assets and liabilities. The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources is reported as net position. Over time, changes in net position may serve as a useful indicator whether the financial position of the District is improving or deteriorating.
- The *Statement of Activities* presents information showing how the net position of the District changed during the current fiscal year. Changes in net position are recorded in the statement of activities when the underlying event occurs, regardless of the timing of

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

related cash flows. Thus, revenues and expenses are reported in this statement even though the resulting cash flow may be recorded in a future period.

The relationship between revenues and expenses indicates the District's operating results. However, the District's goal is to provide services to our students, not to generate profits as commercial entities. One must consider many other non-financial factors, such as the quality of education provided and the safety of the schools to assess the overall health of the District.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs. Some funds are required to be established by State law. However, the District establishes other funds to control and manage money for specific purposes.

◆ Governmental Funds

Most of the District's activities are reported in governmental funds. The major governmental funds of the District are the General Fund, the Building Fund, the Capital Facility Fund, and the Bond Interest and Redemption Fund. Governmental funds focus on how money flows into and out of the funds and the balances that remain at the end of the year. They are reported using an accounting method called modified accrual accounting which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and services that help determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

Notes to Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also contains other supplemental information concerning the District's non-major governmental funds.

FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS

The School District as a Whole

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The District's net position was \$25.31 million at June 30, 2023. The unrestricted deficit is \$31.26 million. Net investment in capital assets accounts for \$24.07 million of the total net position. A comparative analysis of government-wide data is presented in Table 1.

Table 1
Comparative Statement of Net Position

	2022	2023
ASSETS		
Cash (Note 2)	\$ 82,753,642	\$ 73,456,931
Receivables	6,513,745	6,371,608
Stores inventory	95,526	140,515
Prepaid expenses	0	96,345
Non-depreciable capital assets	38,829,551	76,319,014
Capital assets, net of accumulated depreciation	42,012,693	39,705,547
 Total assets	 170,205,157	 196,089,960
 DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows of resources – pension (Notes 8 and 9)	8,899,170	16,024,099
Deferred outflows of resources – OPEB (Note 7)	1,277,018	1,284,865
Deferred loss on refunding of debt	4,021,787	3,519,063
 Total deferred outflows of resources	 14,197,975	 20,828,027
 LIABILITIES		
Accounts payable	8,277,564	8,053,052
Unearned revenue	950,489	887,402
Long-term liabilities:		
Due within one year (Note 5)	4,306,129	5,178,963
Due after one year (Note 5)	134,351,267	160,627,274
 Total liabilities	 149,209,029	 175,665,501
 DEFERRED INFLOWS OF RESOURCES		
Deferred inflows of resources – pensions (Notes 8 and 9)	22,890,000	7,877,000
Deferred inflows of resources – OPEB (Note 7)	2,206,810	2,473,419
Deferred gain on refunding of debt	6,288,542	5,589,815
 Total deferred inflows of resources	 31,385,352	 15,940,234
 NET POSITION		
Net investment in capital assets	14,671,221	24,131,308
Restricted:		
Legally restricted programs	5,429,921	15,515,383
Capital projects	8,812,254	8,088,770
Debt service	10,659,704	8,838,725
Unrestricted	(35,764,349)	(31,261,934)
 Total net position	 \$ 3,808,751	 \$ 25,312,252

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The results of this year's operations for the District as a whole are reported in the *Statement of Activities*. Table 2 below is a condensed version of the statement and shows revenues and expenses for the year. The District's net position increased \$21,503,501 this fiscal year.

Table 2
Comparative Statement of Activities

	<u>2022</u>	<u>2023</u>
REVENUES		
Program revenues	\$ 31,278,494	\$37,139,625
General revenues		
Taxes levied for general purposes	11,554,312	14,490,392
Taxes levied for debt service	7,224,367	6,685,400
Taxes levied for other specific	355	535
Federal and State Aid not restricted to specific purposes	35,969,059	38,918,358
Interest and investment earnings	295,543	874,917
Miscellaneous	749,379	856,974
Total revenues	<u>87,071,509</u>	<u>98,966,201</u>
EXPENSES		
Instruction	31,133,436	41,063,674
Instruction related services	5,098,044	6,334,470
Pupil support services	7,780,812	7,713,423
General administration	4,820,695	5,036,766
Plant services	5,373,681	6,223,969
Ancillary Services	762,777	913,476
Interest on long-term liabilities	1,784,273	5,004,000
Other Outgo	1,005,534	1,173,504
Depreciation (unallocated)	3,893,583	3,999,418
Total expenses	<u>61,652,935</u>	<u>77,462,700</u>
Increase (Decrease) in Net Position	<u>\$ 25,418,574</u>	<u>\$ 21,503,501</u>

Governmental Activities

As reported in the Statement of Activities, the cost of all of the District's governmental activities this year was \$77.46 million. The amount that our local taxpayers financed for these activities through property taxes was \$21.18 million. Federal and State aid not restricted to specific purposes totaled \$38.92 million.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Figure 1
Sources of Revenue for the 2022-23 Fiscal Year

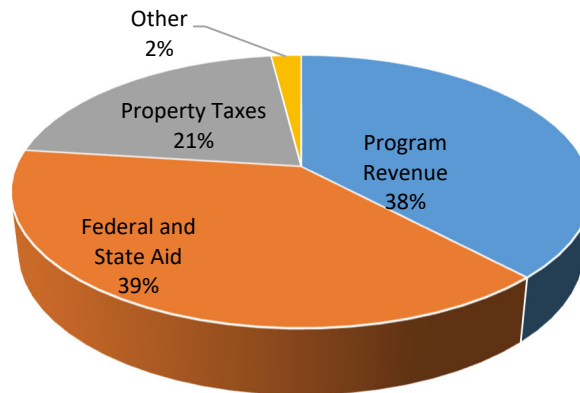
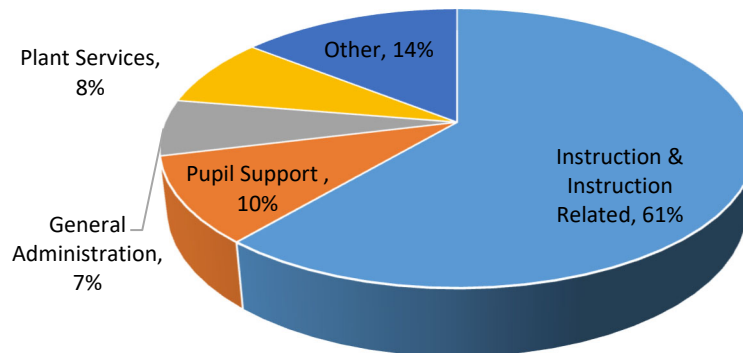


Figure 2
Expenses for the 2022-23 Fiscal Year



CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

FINANCIAL ANALYSIS OF THE FUND STATEMENTS

The Statement of Revenues, Expenditures and Changes in Fund Balances is a report of the financial information by major funds. The District's governmental funds reported a combined fund balance of \$71.81 million, a decrease of \$9.10 million from the previous fiscal year's combined ending balance of \$80.10 million. The General Fund balance increased \$10.43 million.

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget. The significant budget adjustments fell into the following categories:

- Budget revisions to the adopted budget required after approval of the State budget.
- Budget revisions to account for the receipt and expenditure of Expanded Learning Opportunity Funds.
- Budget revisions to account for funds carried over from the prior fiscal year.
- Added revenue from the Arts, Music, and Instructional Materials Block Grant and the Learning Recovery Emergency Block Grant.
- Other budget revisions were routine in nature, including adjustments to categorical revenues and expenditures based on final awards, and adjustments between expenditure categories for school and department budgets.

The final Estimated Actuals budget for the General Fund projected a net increase to the ending balance of \$6.21 million. The District ended the year with an actual increase of \$10.43 million to the General Fund ending balance. This discrepancy is due in large part to open purchase orders for capital improvements that were not fully expended before June 30th and were rolled over to the next fiscal year.

The District's General Fund ending balance totaled \$32.41 million, of which \$9.79 million is unassigned. The remaining balance is made up of nonspendable, restricted, assigned, and committed fund balances. The State recommends an ending reserve for economic uncertainties of 3% of total General Fund expenditures and other financing uses. In addition, the Center Joint Unified Board of Trustees passed Resolution #8/2022-23 to increase the reserve to 6%. The District's requirement for 2022-23, was \$2.14 million. The District was able to meet this requirement.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of the 2022-23 fiscal year, the District had invested \$197.75 million in a broad range of capital assets, including school buildings, athletic facilities, site improvements, vehicles, and equipment. Capital assets net of depreciation were \$116.02 million at June 30, 2023, which is an increase of \$35.18 million from the previous year.

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Table 3
Comparative Schedule of Capital Assets
(net of depreciation)

	2022	2023	Difference
Land	\$ 22,592,660	\$22,592,660	\$ 0
Work in process	16,236,891	53,726,354	37,489,463
Site improvements	5,058,620	5,506,000	447,380
Buildings	35,194,861	32,076,636	(3,118,225)
Machinery and equipment	1,759,212	2,122,911	363,699
Totals	<u>\$ 80,842,244</u>	<u>\$116,024,561</u>	<u>\$ 35,182,317</u>

Long-Term Debt

At June 30, 2023, the District had approximately \$165.81 million in long-term debt outstanding.

Table 4
Comparative Schedule of Outstanding Debt

	2022	2023	Difference
General obligation bonds	\$ 92,853,699	\$101,667,621	\$8,813,922
Accreted interest on bonds	5,237,725	6,084,168	846,443
Unamortized bond premiums	9,512,535	9,276,914	(235,621)
Compensated absences	134,933	146,803	11,870
Other postemployment benefits (Note 7)	5,200,504	3,718,731	(1,481,773)
Net pension liability (Notes 8 and 9)	25,718,000	44,912,000	19,194,000
Totals	<u>\$ 138,657,396</u>	<u>\$ 165,806,237</u>	<u>\$ 27,148,841</u>

The General Obligation Bonds will be paid from the Bond Interest and Redemption Fund and other employee benefit related liabilities will be primarily paid from the General Fund.

FACTORS BEARING ON THE DISTRICT'S FUTURE

The nonpartisan Legislative Analyst's Office's (LAO) latest fiscal outlook projects California will have lower revenues in 2023-24 and a lower Cost of Living Adjustment. The Department of

CENTER JOINT UNIFIED SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Finance will use its own data to build the governor's budget proposal in January 2024 and it is then that districts will learn how the lower projections will be applied.

The District has been in declining enrollment for several years; however, three new housing developments are in the planning or building stage. As a result, 2023-24 will be the first year in many that enrollment increases. This enrollment growth will bring in additional funding. It will also require the District to effectively plan for the new growth.

The District's contribution to CalPERS and CalSTRS continue to increase each year. In 2023-24, employer rates will be an estimated 26.68% and 19.10% respectively.

The District is showing increases in special education costs. There has been an increased need for additional staffing, specifically instructional specialists. Because of a shortage of applicants, the District must contract for services which is a significantly higher cost. The need for additional funding to service our special education students is a commonality among all local education agencies throughout the state.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact Fiscal Services, Center Joint Unified School District, 8408 Watt Avenue, Antelope, CA 95843, (916) 338-6400.

BASIC FINANCIAL STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2023

	Governmental Activities
ASSETS	
Cash and investments (Note 2)	\$ 73,456,931
Receivables	6,371,608
Prepaid expenditures	140,515
Stores Inventory	96,345
Non-depreciable capital assets (Note 4)	76,319,014
Depreciable capital assets, net of accumulated depreciation (Note 4)	<u>39,705,547</u>
Total assets	<u>196,089,960</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of resources - pensions (Notes 8 and 9)	16,024,099
Deferred outflows of resources - OPEB (Note 7)	1,284,865
Deferred loss on refunding of debt	<u>3,519,063</u>
Total deferred outflows of resources	<u>20,828,027</u>
LIABILITIES	
Accounts Payable	8,053,052
Unearned revenue	887,402
Due to grantor government	918,810
Long-term liabilities (Note 5):	
Due within one year	5,178,963
Due after one year	<u>160,627,274</u>
Total liabilities	<u>175,665,501</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources - pensions (Notes 8 and 9)	7,877,000
Deferred inflows of resources - OPEB (Note 7)	2,473,419
Deferred gain on refunding of debt	<u>5,589,815</u>
Total deferred inflows of resources	<u>15,940,234</u>
NET POSITION	
Net investment in capital assets	24,131,308
Restricted:	
Legally restricted programs	15,515,383
Capital projects	8,088,770
Debt service	8,838,725
Unrestricted	<u>(31,261,934)</u>
Total net position	<u>\$ 25,312,252</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
June 30, 2023

		Program Revenues			Net (Expense) Revenues and Change in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities:					
Instruction	\$ 41,063,674	\$ 11,841	\$ 15,090,820	\$ 58,510	\$(25,902,503)
Instruction-related services:					
Supervision of instruction and administration	1,761,860	-	6,911,857	-	5,149,997
Instructional library, media and technology	578,015	-	8,129	-	(569,886)
School site administration	3,994,595	-	446,984	-	(3,547,611)
Pupil services:					
Home-to-school transportatio	1,876,828	-	48,000	-	(1,828,828)
Food services	2,053,735	-	2,616,078	-	562,343
All other pupil services	3,782,860	30,121	1,449,666	-	(2,303,073)
General administration:					
Data processing	640,071	-	2,873,634	-	2,233,563
All other general administratic	4,396,695	9,962	149,601	-	(4,237,132)
Plant services	6,223,969	6,965,863	466,010	-	1,207,904
Ancillary services	913,476	-	-	-	(913,476)
Interest on long-term liabilities	5,004,000	-	-	-	(5,004,000)
Other outgo	1,173,504	-	2,549	-	(1,170,955)
Depreciation (unallocated)	3,999,418	-	-	-	(3,999,418)
Total governmental activities	<u>\$ 77,462,700</u>	<u>\$ 7,017,787</u>	<u>\$ 30,063,328</u>	<u>\$ 58,510</u>	<u>(40,323,075)</u>
General revenues:					
Taxes and subventions:					
Taxes levied for general purposes					14,490,392
Taxes levied for debt service					6,685,400
Taxes levied for other specific					535
Federal and state aid not restricted to specific purposes					38,918,358
Interest and investment earnings					874,917
Miscellaneous					856,974
Total general revenues					<u>61,826,576</u>
Change in net position					<u>21,503,501</u>
Net position, July 1, 2022					<u>3,808,751</u>
Net position, June 30, 2023					<u>\$ 25,312,252</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2023

	General Fund	Building Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
ASSETS						
Cash and investments:						
Cash in County Treasury	\$ 30,901,710	\$ 12,583,288	\$ 10,593,124	\$ 8,710,784	\$ 1,785,998	\$ 64,574,904
Cash in revolving account	25,000	-	-	-	1,000	26,000
Cash on hand and in banks	317,281	-	-	-	-	317,281
Cash with Fiscal Agent	-	8,538,746	-	-	-	8,538,746
Receivables	5,400,071	409,553	202,070	127,941	88,211	6,227,846
Due from grantor government	40,589	-	-	-	103,173	143,762
Due from other funds	229,405	2,736,751	-	-	999	2,967,155
Stores inventory	30,763	-	-	-	65,582	96,345
Prepaid Expenditures	140,515	-	-	-	-	140,515
Total assets	<u>\$ 37,085,334</u>	<u>\$ 24,268,338</u>	<u>\$ 10,795,194</u>	<u>\$ 8,838,725</u>	<u>\$ 2,044,963</u>	<u>\$ 83,032,554</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ 2,872,921	\$ 466,648	\$ 2,934,712	\$ -	\$ 174,400	\$ 6,448,681
Unearned revenue	887,402	-	-	-	-	887,402
Due to other funds	999	-	2,736,751	-	229,405	2,967,155
Due to grantor governments	918,810	-	-	-	-	918,810
Total liabilities	<u>4,680,132</u>	<u>466,648</u>	<u>5,671,463</u>	<u>-</u>	<u>403,805</u>	<u>11,222,048</u>
Fund balances:						
Nonspendable	196,278	-	-	-	66,582	262,860
Restricted	14,102,513	23,801,690	5,123,731	8,838,725	1,574,576	53,441,235
Committed	8,323,805	-	-	-	-	8,323,805
Unassigned	9,782,606	-	-	-	-	9,782,606
Total fund balances	<u>32,405,202</u>	<u>23,801,690</u>	<u>5,123,731</u>	<u>8,838,725</u>	<u>1,641,158</u>	<u>71,810,506</u>
Total liabilities and fund balances	<u>\$ 37,085,334</u>	<u>\$ 24,268,338</u>	<u>\$ 10,795,194</u>	<u>\$ 8,838,725</u>	<u>\$ 2,044,963</u>	<u>\$ 83,032,554</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
June 30, 2023

Total fund balances - Governmental Funds	\$	71,810,506
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used for governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The cost of the assets is \$197,750,390 and the accumulated depreciation is \$81,725,829 (Note 4).		116,024,561
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Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds. Long-term liabilities consisted of (Note 5):

General Obligation Bonds	\$ (101,667,621)	
Accreted interest on bonds	(6,084,168)	
Unamortized bond premiums	(9,276,914)	
Compensated absences	(146,803)	
Net OPEB liability (Note 7)	(3,718,731)	
Net pension liability (Notes 8 and 9)	(44,912,000)	(165,806,237)

Gains and losses on the refunding of debt are recognized as expenditures in the period they are incurred. In the statements, they are categorized as deferred inflows and are amortized over the shorter life of the refunded or refunding debt.		(2,070,752)
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Unmatured interest on long-term liabilities is recognized in the period incurred.		(1,604,371)
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In governmental funds, deferred outflows and inflows of resources related to pensions and OPEB are not reported because they are applicable to future periods. In the statement of net position deferred outflows and inflows of resources relating to pensions and OPEB are reported (Notes 7, 8 and 9).

Deferred outflows of resources relating to pensions	\$ 16,024,099	
Deferred outflows of resources relating to OPEB	1,284,865	
Deferred inflows of resources relating to OPEB	(2,473,419)	
Deferred inflows of resources relating to pensions	(7,877,000)	6,958,545

Total net position - governmental activities	\$	25,312,252
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See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGE IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2023

	General Fund	Building Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Revenues:						
Local Control Funding Formula:						
State apportionment	\$ 37,023,197	\$ -	\$ -	\$ -	\$ -	\$ 37,023,197
Local sources	14,491,665	-	-	-	-	14,491,665
Total local control funding formula	51,514,862	-	-	-	-	51,514,862
Federal revenue	9,831,256	-	-	-	2,269,630	12,100,886
Other state revenue	15,924,652	-	-	49,816	1,139,679	17,114,147
Other local revenue	4,051,150	536,742	7,259,110	6,832,671	89,026	18,768,699
Total revenues	81,321,920	536,742	7,259,110	6,882,487	3,498,335	99,498,594
Expenditures:						
Current:						
Certificated salaries	26,654,843	-	-	-	-	26,654,843
Classified salaries	9,765,371	-	-	-	826,409	10,591,780
Employee benefits	15,376,054	-	-	-	372,177	15,748,231
Books and supplies	3,686,425	991,332	721,262	-	576,965	5,975,984
Services and other operating expenditures	11,537,735	513,747	9,267	-	883,829	12,944,578
Other outgo	1,173,504	-	-	-	-	1,173,504
Capital outlay	3,055,980	26,099,403	6,964,614	-	3,092,027	39,212,024
Debt service:						
Interest	-	-	-	5,411,131	-	5,411,131
Bond redemptions	-	-	-	3,621,078	-	3,621,078
Total expenditures	71,249,912	27,604,482	7,695,143	9,032,209	5,751,407	121,333,153
Excess (deficiency) of revenues over (under) expenditures	10,072,008	(27,067,740)	(436,033)	(2,149,722)	(2,253,072)	(21,834,559)
Other financing sources (uses):						
Transfers in	354,510	-	-	-	-	354,510
Transfers out	-	-	-	-	(354,510)	(354,510)
Discount on issuance of debt	-	(131,148)	-	-	-	(131,148)
Premium on issuance of debt	-	103,612	-	328,743	-	432,355
Proceeds from sale of bonds	-	12,435,000	-	-	-	12,435,000
Total other financing sources (uses)	354,510	12,407,464	-	328,743	(354,510)	12,736,207
Net change in fund balances	10,426,518	(14,660,276)	(436,033)	(1,820,979)	(2,607,582)	(9,098,352)
Fund balances, July 1, 2022	21,978,684	38,461,966	5,559,764	10,659,704	4,248,740	80,908,858
Fund balances, June 30, 2023	<u>\$ 32,405,202</u>	<u>\$ 23,801,690</u>	<u>\$ 5,123,731</u>	<u>\$ 8,838,725</u>	<u>\$ 1,641,158</u>	<u>\$ 71,810,506</u>

See accompanying notes to financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year June 30, 2023

Net change in fund balances - Total Governmental Funds	\$	(9,098,352)
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Amounts reported for governmental activities in the statement of activities are different because:

Acquisition of capital assets is an expenditure in the governmental funds, but increases capital assets in the statement of net position (Note 4).	\$	39,181,735
Depreciation of capital assets is an expense that is not recorded in the governmental funds (Note 4).		(3,999,418)
In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:		2,943,929
In governmental funds, OPEB expenses are recognized when employer OPEB contributions are made. In the statement of activities, OPEB expenses are recognized on accrual basis.		1,223,011
In governmental funds, proceeds from debt are recognized as other financing sources. In the statement of net position, proceeds from debt are reported as increases to liabilities (Note 5).		(12,435,000)
Repayment of principal on long-term liabilities is an expenditure in the governmental funds, but decreases the long-term liabilities in the statement of net position (Note 5).		3,621,078
Accretion of interest is not recorded in the governmental funds. It increases the long-term liabilities in the statement of net position (Note 5).		(846,443)
Interest on long-term liabilities is recognized in the period incurred, in governmental funds it is only recognized when due.		493,207
Gains or losses on the refunding of debt are recognized as deferred inflows or outflows and are amortized over the shorter life of the refunded or refunding debt.		196,003
In the statement of activities, expenses related to compensated absences are measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount of financial resources used (Note		(11,870)
Debt issue premiums are recognized as revenues in the period they are incurred. In government-wide statements, issue premiums are amortized over the life of the debt (Note 5).		235,621

30,601,853

Change in net position of governmental activities	\$	21,503,501
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(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Center Joint Unified School District (the “District”) accounts for its financial transactions in accordance with the policies and procedures of the Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

Reporting Entity: A reporting entity is comprised of the primary government, component units and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards and agencies that are not legally separate from the District. For Center Joint Unified School District, this includes general operations, food service and student related activities of the District. The District has considered all potential component units in determining how to define the reporting entity, using criteria set forth in accounting principles generally accepted in the United States of America. The District determined that there are no potential component units that meet the criteria for inclusion within the reporting entity.

Basis of Presentation - Financial Statements: The basic financial statements include a Management’s Discussion and Analysis (MD & A) section providing an analysis of the District’s overall financial position and results of operations, financial statements prepared using full accrual accounting for all of the District’s activities, including infrastructure, and a focus on the major funds.

Basis of Presentation - Government-Wide Financial Statements: The Statement of Net Position and the Statement of Activities display information about the reporting government as a whole.

The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Governmental Accounting Standards Board Codification Section (GASB Cod. Sec.) N50.118-.121.

Program revenues: Program revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District’s taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from the District’s general revenues.

Allocation of indirect expenses: The District reports all direct expenses by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Depreciation and interest on general long-term liabilities are considered an indirect expense and are reported separately on the Statement of Activities.

Basis of Presentation - Fund Accounting: The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balances, revenues and expenditures. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Major Funds

General Fund: The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund.

The Building Fund is a capital projects fund used to account for resources used for the acquisition of capital facilities by the District.

The Capital Facilities Fund is a capital projects fund are used to account for resources used for the acquisition of capital facilities by the District.

The Bond Interest and Redemption Fund is a debt service fund used to account for the payment of principal, interest, and related costs on general long-term debt.

B - Other Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. This includes the Adult Education, Child Development, Cafeteria and Deferred Maintenance Funds.

Capital Projects Funds are used to account for resources used for the acquisition of capital facilities by the District. This includes the County School Facilities Fund.

Basis of Accounting: Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Accrual: Governmental activities in the government-wide financial statements and the fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual: The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: By state law, the Board of Trustees must adopt a final budget by July 1. A public hearing is conducted to receive comments prior to adoption. The Board of Trustees satisfied these requirements.

Receivables: Receivables are made up principally of amounts due from the State of California and Categorical programs. The District has determined that no allowance for doubtful accounts was needed as of June 30, 2023.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Stores Inventory: Inventories are valued at cost. Inventory recorded in the General Fund and the Cafeteria Fund consists of mainly of consumable supplies. Inventories are recorded as an expenditure at the time individual inventory items are consumed.

Capital Assets: Capital assets purchased or acquired, with an original cost of \$5,000 or more, are recorded at acquisition value for the contributed asset. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 4 - 30 years depending on asset types.

Deferred Outflows/Inflows of Resources: In addition to assets, the Statement of Net Position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s), and as such will not be recognized as an outflow of resources (expense/expenditures) until then. The District has recognized a deferred outflow of resources related to the recognition of deferred loss on refunding, the net pension liability and net OPEB liability reported in the Statement of Net Position.

In addition to liabilities, the Statement of Net Position includes a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and as such, will not be recognized as an inflow of resources (revenue) until that time. The District has recognized a deferred gain on refunding resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter life of the refunded or refunding debt. Additionally, the District has recognized a deferred inflow of resources related to the recognition of the net pension liability and net OPEB liability reported in the Statement of Net Position.

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State Teachers' Retirement Plan (STRP) and Public Employers Retirement Fund B (PERF B) and additions to/deductions from STRP's and PERF B's fiduciary net position have been determined on the same basis as they are reported by STRP and PERF B. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The following is a summary of pension amounts in aggregate:

	<u>STRP</u>	<u>PERF B</u>	<u>Total</u>
Deferred outflows of resources	\$ 9,408,672	\$ 6,615,427	\$ 16,024,099
Deferred inflows of resources	\$ 7,291,000	\$ 586,000	\$ 7,877,000
Net pension liability	\$ 25,503,000	\$ 19,409,000	\$ 44,912,000
Pension expense	\$ 3,283,066	\$ 2,646,844	\$ 5,929,910

Compensated Absences: Compensated absences in the amount of \$146,803 are recorded as a liability of the District. The liability is for the earned but unused benefits.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Interfund Activity: Interfund activity is reported as either loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental funds are netted as part of the reconciliation to the government-wide financial statements.

Accumulated Sick Leave: Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expenditure in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits for certain STRP and PERF B employees when the employee retires.

Unearned Revenues: Revenues from federal, state and local special projects and programs are recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned.

Net Position:

1 - Net Investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent bond proceeds) of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

2- Restricted Net Position - Restrictions of the ending net position indicate the portions of net position not appropriate for expenditure or amounts legally segregated for a specific future use. The restriction for legally restricted programs represents the portion of net position restricted to specific program expenditures. The restriction for debt service represents the portion of net position available for the retirement of debt. The restriction for capital projects represents the portion of net position restricted for capital projects. It is the District's policy to use restricted net position first when allowable expenditures are incurred.

3 - Unrestricted Net Position - All other net position that does not meet the definitions of "restricted" or "net investment in capital assets".

Fund Balance Classifications: Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications, discussed in more detail below, are nonspendable, restricted, committed, assigned and unassigned.

A - Nonspendable Fund Balance:

The nonspendable fund balance classification reflects amounts that are not in spendable form, such as revolving fund cash and stores inventory.

B - Restricted Fund Balance: The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. These are the same restrictions used to determine restricted net position as reported in the government-wide statements.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C - Committed Fund Balance:

The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Board of Trustees. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. Formal action by the Board of Trustees is required to remove any commitment from any fund balance. At June 30, 2023, the District had \$8,323,805 of committed fund balances.

D - Assigned Fund Balance:

The assigned fund balance classification reflects amounts that the District's Board of Trustees has approved to be used for specific purposes, based on the District's intent related to those specific purposes. The Board of Trustees can designate personnel with the authority to assign fund balances, however, as of June 30, 2023, no such designation has occurred.

E - Unassigned Fund Balance:

In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes.

In any fund other than the General Fund, a positive unassigned fund balance is never reported because amounts in any other fund are assumed to have been assigned, at least, to the purpose of that fund. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

Fund Balance Policy: The District has an expenditure policy relating to fund balances. For purposes of fund balance classifications, expenditures are to be spent from restricted fund balances first, followed in order by committed fund balances (if any), assigned fund balances and lastly unassigned fund balances.

While GASB Cod. Sec. 1300 and 1800 do not require Districts to establish a minimum fund balance policy or a stabilization arrangement, GASB Cod. Sec. 1300 and 1800 do require the disclosure of a minimum fund balance policy and stabilization arrangements, if they have been adopted by the Board of Trustees. At June 30, 2023, the District has not established a minimum fund balance policy nor has it established a stabilization arrangement.

Property Taxes: Secured property taxes are attached as an enforceable lien on property as of January 1. Taxes are due in two installments on or before December 10 and April 10. Unsecured property taxes are due in one installment on or before August 31. The Counties of Sacramento and Placer bills and collects taxes for the District. Tax revenues are recognized by the District when received.

Eliminations and Reclassifications: In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Accordingly, actual results may differ from those estimates.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Accounting Pronouncements: In May 2020, the GASB issued GASB Statement No. 96, Subscription-Based Information Technology Arrangements. GASB 96 defines a subscription-based information technology arrangement and requires the recognition of a right to use subscription asset and corresponding subscription liability. This statement was effective for fiscal years beginning after June 15, 2022. There was no impact to the District's July 1, 2022 net position as a result of the implementation of GASB Statement No. 96.

NOTE 2 – CASH AND INVESTMENTS

Cash at June 30, 2023 consisted of the following:

	<u>Governmental Activities</u>
Pooled Funds:	
Cash in County Treasury	\$ 64,574,904
Cash with Fiscal Agent	8,538,746
Deposits:	
Cash on hand and in banks	317,281
Revolving cash fund	<u>26,000</u>
Total	<u><u>\$ 73,456,931</u></u>

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Sacramento County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Deposits - Custodial Credit Risk: The District limits custodial credit risk by ensuring uninsured balances are collateralized by the respective financial institution. Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) and are collateralized by the respective financial institution. At June 30, 2023, the carrying amount of the District's accounts were \$343,281 and the bank balances were \$236,675. The bank balances were fully insured at June 30, 2023.

Cash with Fiscal Agent: Cash with Fiscal Agent represents funds held by Fiscal Agents restricted for capital projects and repayment of General Obligation Bonds. The District holds their funds with the Sacramento County Treasurer. The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 2 – CASH AND INVESTMENTS (Continued)

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2023, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of state law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2023, the District had no concentration of credit risk.

NOTE 3 – INTERFUND TRANSACTIONS

Interfund Activity: Transactions between funds of the District are recorded as interfund transfers. The unpaid balances at year end, as a result of such transactions, are shown as due to and due from other funds.

Interfund Receivables/Payables: Individual fund interfund receivable and payable balances at June 30, 2023 were as follows:

	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
Major funds:		
General Fund	\$ 229,405	\$ 999
Building Fund	2,736,751	-
Capital Facilities Fund	-	2,736,751
Non-major funds:		
Adult Education Fund	-	113,922
Child Development Fund	-	44,259
Cafeteria Fund	999	71,224
	<hr/>	<hr/>
Totals	\$ 2,967,155	\$ 2,967,155
	<hr/>	<hr/>

Interfund Transfers: Transfers for the current fiscal year were as follows:

Transfer from the Adult Education Fund to the General Fund to close fund.	\$ 113,922
Transfer from the Child Development Fund to the General Fund for indirect costs.	44,259
Transfer from the Cafeteria Fund to the General Fund for indirect costs.	71,085
Transfer from the Cafeteria Fund to the General Fund for funds that were incorrectly posted to General Fund.	125,244
	<hr/>
	\$ 354,510
	<hr/>

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 4 – CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2023 is shown below:

	Balance July 1, 2022	Transfers and Additions	Transfers and Deductions	Balance June 30, 2023
Non-depreciable:				
Land	\$ 22,592,660	\$ -	\$ -	\$ 22,592,660
Work-in-process	16,236,891	38,498,301	(1,008,838)	53,726,354
Totals, at cost	<u>38,829,551</u>	<u>38,498,301</u>	<u>(1,008,838)</u>	<u>76,319,014</u>
Depreciable:				
Buildings	97,443,422	-	-	97,443,422
Improvement of sites	17,146,959	1,008,838	-	18,155,797
Equipment	5,148,723	683,434	-	5,832,157
Totals, at cost	<u>158,568,655</u>	<u>40,190,573</u>	<u>(1,008,838)</u>	<u>197,750,390</u>
Less accumulated depreciation:				
Buildings	(62,248,561)	(3,118,225)	-	(65,366,786)
Improvement of sites	(12,088,339)	(561,458)	-	(12,649,797)
Equipment	(3,389,511)	(319,735)	-	(3,709,246)
Total accumulated depreciation	<u>(77,726,411)</u>	<u>(3,999,418)</u>	<u>-</u>	<u>(81,725,829)</u>
Capital assets, net	<u>\$ 80,842,244</u>	<u>\$ 36,191,155</u>	<u>\$ (1,008,838)</u>	<u>\$ 116,024,561</u>

Depreciation expense was charged to governmental activities as follows:

Depreciation (unallocated)	\$ <u>3,999,418</u>
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NOTE 5 – LONG-TERM LIABILITIES

On May 17, 2007, the District issued 1992 General Obligation Bonds, Series "D" totaling \$24,998,234. Bond proceeds of \$5,421,608 were used to repay the District's remaining 2003 Refunding Certificates of participation balance and accrued interest. The remaining proceeds were used to acquire, expand and construct school facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds bear interest rates from 4.5% to 4.9% and were scheduled to mature through 2032. Payments were accelerated through the refunding issuance in 2020 and these 1992 Series D bonds were fully paid in 2023.

On August 4, 2016, the District issued Election of 1991, Series 2016E General Obligation Bonds totaling \$4,996,601. The proceeds of the 2016E Bonds are being used to finance the construction, acquisition, furnishing and equipping of District facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds were issued as capital appreciation bonds and accrete interest from their date of delivery, compounded semiannually on February 1 and August 1 of each year, commencing February 1, 2017. The bonds bear interest rates from 2.62% to 3.17% and are scheduled to mature through 2032.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 5 – LONG-TERM LIABILITIES (Continued)

On August 4, 2016, the District issued Series 2016 General Obligation Refunding Bonds totaling \$23,196,020. The refunding bonds were issued to refund a portion of the District's outstanding General Obligation Bonds (Election of 1991), Series 2007 and pay cost of issuing the Refunding Bonds. The bonds were issued as capital appreciation bonds and accrete interest from their date of delivery, compounded semiannually on February 1 and August 1 of each year, commencing February 1, 2017. The bonds bear interest rates from 1.86% to 3.17% and are scheduled to mature through 2032.

On July 2, 2020, the District issued General Obligation Bonds, Election of 2008, Series 2020A totaling \$12,150,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 2.625% to 4.000% and are scheduled to mature through August 2050.

On July 2, 2020, the District issued General Obligation Refunding Bonds, Series 2020A and 2020B totaling \$7,960,000 and \$720,000 respectively. The refunding bonds were issued to refund a portion of the District's outstanding General Obligation Bonds (Election of 1991), Series 2007D and pay cost of issuing the Refunding Bonds. The bonds bear interest rates from 1.82% to 4.00% and are scheduled to mature through August 2031.

On December 1, 2021, the District issued General Obligation Bonds, Election of 2008, Series 2021B totaling \$43,000,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 3.0% to 4.0% and are scheduled to mature through August 2051.

On December 22, 2022, the District issued General Obligation Bonds, Election of 2008, Series 2022C totaling \$12,435,000. The bonds were issued to finance the construction, acquisition, furnishing and equipping District facilities. The bonds bear interest rates from 4.0% to 5.0% and are scheduled to mature through August 2046.

The outstanding general obligation bonded debt at June 30, 2023 is:

General Obligation Bonds

Series	Date of Issue	Interest Rate %	Maturity Date	Amount of Original Issue	Outstanding July 1, 2022	Issued Current Year	Redeemed Current Year	Outstanding June 30, 2023
Election of 1991, Series 2007D	2007	4.50%- 4.90%	2032	\$ 24,998,234	\$ 2,276,078	\$ -	\$ 2,276,078	\$ -
Election of 1991, Series 2016E	2016	2.62%- 3.17%	2032	4,996,601	4,996,601	-	-	4,996,601
GO Refunding Bonds, Series 2016	2016	1.86%- 3.17%	2032	23,196,020	23,196,020	-	-	23,196,020
Election of 2008, Series 2020A	2021	2.625%- 4.00%	2050	12,150,000	10,705,000	-	1,345,000	9,360,000
GO Refunding Bonds, Series 2020A	2021	4.00%	2031	7,960,000	7,960,000	-	-	7,960,000
GO Refunding Bonds, Series 2020B	2021	1.82%- 2.72%	2031	720,000	720,000	-	-	720,000
Election of 2008, Series 2021B	2022	3.00%- 4.00%	2051	43,000,000	43,000,000	-	-	43,000,000
Election of 2008, Series 2022C	2023	4.00-5.00%	2046	12,435,000	-	12,435,000	-	12,435,000
Total				<u>\$145,429,954</u>	<u>\$92,853,699</u>	<u>\$ 12,435,000</u>	<u>\$ 3,621,078</u>	<u>\$ 101,667,621</u>

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 5 – LONG-TERM LIABILITIES (Continued)

Accreted Interest on Bonds

<u>Series</u>	<u>Date of Issue</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Outstanding July 1, 2022</u>	<u>Accretion Current Year</u>	<u>Payments Current Year</u>	<u>Outstanding June 30, 2023</u>
Election of 1991, Series 2007D	2007	4.50% - 4.90%	2032	\$ 164,059	\$ -	\$ 164,059	\$ -
Election of 1991, Series 2016	2016	2.62% - 3.17%	2032	851,625	171,152	-	1,022,777
GO Refunding Bonds, Series 2016	2016	1.86%- 3.17%	2032	4,222,041	839,350	-	5,061,391
Total				<u>\$ 5,237,725</u>	<u>\$ 1,010,502</u>	<u>\$ 164,059</u>	<u>\$ 6,084,168</u>

The annual requirements to amortize the General Obligation Bonds payable are as follows.

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 3,918,430	\$ 3,850,491	\$ 7,768,921
2025	3,695,773	4,402,654	8,098,427
2026	3,389,628	4,842,326	8,231,954
2027	3,379,217	5,054,949	8,434,166
2028	5,149,296	3,587,129	8,736,425
2029 - 2033	22,700,277	17,891,994	40,592,271
2034 - 2038	8,005,000	9,129,788	17,134,788
2039 - 2043	13,590,000	7,204,828	20,794,828
2044 - 2048	20,845,000	4,371,879	25,216,879
2049 - 2051	16,995,000	858,638	17,853,638
	<u>\$ 101,667,621</u>	<u>\$ 61,194,676</u>	<u>\$ 162,862,297</u>

A schedule of changes in long-term liabilities for the year ended June 30, 2023 is as follows:

	<u>Balance July 1, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2023</u>	<u>Amounts Due Within One Year</u>
Debt:					
General Obligation Bonds	\$ 92,853,699	\$ 12,435,000	\$ 3,621,078	\$ 101,667,621	\$ 3,918,430
Accreted interest on Bonds	5,237,725	1,010,502	164,059	6,084,168	542,147
Unamortized bond premiums	9,512,535	328,743	564,364	9,276,914	571,583
Other long-term liabilities:					
Compensated absences	134,933	11,870	-	146,803	146,803
Net OPEB liability (Note 7)	5,200,504	-	1,481,773	3,718,731	-
Net pension liability (Note 8 and 9)	25,718,000	19,194,000	-	44,912,000	-
	<u>\$ 138,657,396</u>	<u>\$ 32,980,115</u>	<u>\$ 5,831,274</u>	<u>\$ 165,806,237</u>	<u>\$ 5,178,963</u>

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 5 – LONG-TERM LIABILITIES (Continued)

Payments on the general obligation bonds are made from the Bond Interest and Redemption Fund. Payments on the compensated absences, net OPEB liability, and net pension liability will be paid from the fund where the respective employees are paid.

NOTE 6 – FUND BALANCES

Fund balances, by category, at June 30, 2023 consisted of the following:

	General Fund	Building Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Nonspendable:						
Revolving cash	\$ 25,000	\$ -	\$ -	\$ -	\$ 1,000	\$ 26,000
Stores inventory	30,763	-	-	-	65,582	96,345
Prepaid expenditures	140,515	-	-	-	-	140,515
Subtotal nonspendable	196,278	-	-	-	66,582	262,860
Restricted:						
Legally restricted programs	14,102,513	-	-	-	1,346,288	15,448,801
Capital projects	-	23,801,690	5,123,731	-	228,288	29,153,709
Debt service	-	-	-	8,838,725	-	8,838,725
Subtotal restricted	14,102,513	23,801,690	5,123,731	8,838,725	1,574,576	53,441,235
Committed:						
Supplemental/Concentration	8,323,805	-	-	-	-	8,323,805
Subtotal restricted	8,323,805	-	-	-	-	8,323,805
Unassigned:						
Designated for economic uncertainty	1,735,999	-	-	-	-	1,735,999
Unassigned	8,046,607	-	-	-	-	8,046,607
Subtotal unassigned	9,782,606	-	-	-	-	9,782,606
Total fund balances	\$32,405,202	\$23,801,690	\$ 5,123,731	\$ 8,838,725	\$ 1,641,158	\$71,810,506

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 7 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

General Information Other Postemployment Benefits Plan (OPEB)

Plan Description: In addition to the pension benefits described in Notes 8 and 9, the District provides post-employment health care benefits under a single employer defined benefit OPEB plan to eligible retirees. The plan does not issue separate financial statements.

The Plan, which is administered by the District, allows employees who retire and meet retirement eligibility requirements to continue medical, dental and vision coverage as a participant in the District's plan. The District's Governing Board has the authority to establish or amend the benefit terms offered by the Plan. The District's Governing Board also retains the authority to establish the requirements for paying the Plan benefits as they come due.

The District established an irrevocable trust under the California Employer's Retiree Benefit Trust Program (CERBT) to prefund the costs of other postemployment benefits. The funds in the CERBT are held in trust and will be administered by the California Public Employees' Retirement System (CalPERS) as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board of Trustees. The District's contributions to the irrevocable trust are included in the CERBT, which is included in the CalPERS ACFR. Copies of the CalPERS' ACFR may be obtained from the CalPERS Executive Office – 400 P Street – Sacramento, CA 95814.

The CERBT fund, which is an Internal Revenue Code (IRC) Section 115 Trust, is set up for the purpose of (i) receiving employer contributions to prefund health and other post-employment benefits for retirees and their beneficiaries, (ii) invest contributed amounts and income therein, and (iii) disburse contributed amounts and income therein, if any, to pay for costs of administration of the fund and to pay for health care costs or other post-employment benefits in accordance with the terms of the District's OPEB plan.

Employees Covered by Benefit Terms: The following is a table of plan participants at June 30, 2023:

	<u>Number of Participants</u>
Inactive Plan members currently receiving benefits	38
Active employees	<u>424</u>
	<u><u>462</u></u>

Benefits Provided: The benefits provided are the same as those provided for active employees.

Contributions: California Government Code specifies that the District's contribution requirements for covered employees are established and may be amended by the Governing Board. Retirees participating in the group insurance plans offered by the District are required to contribute 100% of the active premiums. In future years, contributions are assumed to increase at the same rate as premiums. The District's premium rates being charged to these retirees are lower than the expected cost for a retiree population under age 65. Thus, an implicit subsidy exists as a result of this difference between the actual cost and the true retiree cost.

Contributions to the Plan from the District were \$412,498 for the year ended June 30, 2023. Employees are not required to contribute to the OPEB plan. The District's contributions to the Trust are voluntary.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 7 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Net OPEB Liability

The District's Net OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation as of June 30, 2021.

Actuarial Assumptions: The net OPEB liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

<u>Fiscal Year End</u>	June 30
<u>Actuarial Value of Assets</u>	Market Value
<u>Mortality Rate</u>	Based on the most recent rates used by CalPERS and CalSTRS for the pension valuations.
<u>Discount Rate</u>	4.36%. Based on the Bond Buyer 20-Bond GO Index.
<u>Retirement Rate</u>	The most recent experience studies for California PERS (2021) and California STRS (2019)
<u>Inflation Rate</u>	2.50% per year
<u>Salary Increases</u>	2.75% per year
<u>Investment Rate of Return</u>	5.50%
<u>Dependent Coverage</u>	Approximately 25% are assumed to elect coverage for their spouse. Male spouses are assumed to be 3 years older than female spouses.
<u>Health Care Inflation</u>	Initial rate of 6.75% in fiscal year 2023, grading down to the ultimate trend rate of 4.5% in fiscal 2032.
<u>Termination Rate</u>	Most recent experience studies for California PERS (2021) and California STRS (2019).
<u>Funding Method</u>	Entry Age Cost Method (Level Percentage of Pay).

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 7 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Changes in Net OPEB Liability

	Total OPEB Liability (a)	Fiduciary Net Net Position (b)	Net OPEB Liability (a) - (b)
Balance at July 1, 2022	\$ 5,752,962	\$ 552,458	\$ 5,200,504
Changes for the year:			
Service cost	349,506	-	349,506
Interest	129,273	-	129,273
Contributions	-	1,401,349	(1,401,349)
Changes of benefit terms	-	-	-
Differences between actual and expected experience	(118,945)	-	(118,945)
Changes in assumptions	(574,433)	-	(574,433)
Net investment income	-	(133,991)	133,991
Benefit payments	(401,349)	(401,349)	-
Administrative expenses	-	(184)	184
Net change	(615,948)	865,825	(1,481,773)
Balance at June 30, 2023	\$ 5,137,014	\$ 1,418,283	\$ 3,718,731

There were no changes between the measurement date and the year ended June 30, 2023, which had a significant effect on the District's Net OPEB Liability. The District capped the District's benefit contribution for all groups, therefore change in benefit terms.

Sensitivity of the Net OPEB Liability to changes in the Discount Rate: The following presents the Net OPEB Liability of the District, as well as what the District's Net OPEB Liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	1% Decrease (3.36%)	Current Discount Rate (4.36%)	1% Increase (5.36%)
Net OPEB liability	\$ 3,980,571	\$ 3,718,731	\$ 3,464,503

Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates: The following presents the Net OPEB Liability of the District, as well as what the District's Net OPEB Liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (3.5% - 5.8%)	Healthcare Cost Trend Rates (4.5% - 6.8%)	1% Increase (5.5% - 7.8%)
Net OPEB liability	\$ 3,486,477	\$ 3,718,731	\$ 3,987,137

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 7 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the District recognized OPEB expense of \$178,338. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 725,628	\$ 570,375
Differences between expected and actual experience	-	1,903,044
Differences between projected and actual earnings on OPEB plan investments for the period ending	146,739	-
Benefits paid subsequent to measurement date	412,498	-
Total	<u>\$ 1,284,865</u>	<u>\$ 2,473,419</u>

\$412,498 reported as deferred outflows of resources related to benefits paid subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2024. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending <u>June 30,</u>	
2024	\$ (229,093)
2025	(228,820)
2026	(229,709)
2027	(203,540)
2028	(218,392)
Thereafter	(491,498)

Differences in change in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 8 years as of the June 30, 2022 measurement date. Deferred inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN

General Information about the State Teachers’ Retirement Plan

Plan Description: Teaching-certified employees of the District are provided with pensions through the State Teachers’ Retirement Plan (STRP) – a cost-sharing multiple-employer defined benefit pension plan administered by the California State Teachers’ Retirement System (CalSTRS). The Teachers’ Retirement Law (California Education Code Section 22000 et seq.), as enacted and amended by the California Legislature, established this plan and CalSTRS as the administrator. The benefit terms of the plans may be amended through legislation. CalSTRS issues a publicly available financial report that can be obtained at <http://www.calstrs.com>.

Benefits Provided: The STRP Defined Benefit Program has two benefit formulas:

- CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS.
- CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS.

The Defined Benefit (DB) Program provides retirement benefits based on members’ final compensation, age and years of service credit. In addition, the retirement program provides benefits to members upon disability and to survivors/beneficiaries upon the death of eligible members. There are several differences between the two benefit formulas which are noted below.

CalSTRS 2% at 60 - CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor up to the 2.4 percent maximum.

CalSTRS calculates retirement benefits based on a one-year final compensation for members who retired on or after January 1, 2001, with 25 or more years of credited service, or for classroom teachers with less than 25 years of credited service if the employer elected to pay the additional benefit cost prior to January 1, 2014. One-year final compensation means a member’s highest average annual compensation earnable for 12 consecutive months calculated by taking the creditable compensation that a member could earn in a school year while employed on a full-time basis, for a position in which the person worked. For members with less than 25 years of credited service, final compensation is the highest average annual compensation earnable for any 36 consecutive months of credited service.

CalSTRS 2% at 62 - CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

All CalSTRS 2% at 62 members have their final compensation based on their highest average annual compensation earnable for 36 consecutive months of credited service.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

Contributions: Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers’ Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014, and various subsequent legislation.

The CalSTRS Funding Plan established a schedule of contribution rate increases shared among members, employers, and the State of California to bring CalSTRS toward full funding by fiscal year 2046. California Senate Bill 90 and California Assembly Bill 84 (collectively the “Special Legislation”), were signed into law in June 2019 and June 2020, respectively, and provided supplemental contributions to the DB Program along with supplemental contribution rate relief to employers through fiscal year 2021–22.

A summary of statutory contribution rates and other sources of contributions to the DB Program pursuant to the CalSTRS Funding Plan, SB 90 and SB 84, are as follows:

Members - Under CalSTRS 2% at 62, members contribute 50 percent of the normal cost of their retirement plan, which resulted in a contribution rate of 10.205 percent of applicable member earnings for fiscal year 2023-2024.

Under CalSTRS 2% at 62 members pay 9% toward the normal cost and an additional 1.205 percent as per the CalSTRS Funding Plan for a total member contribution rate of 10.205 percent. The contribution rate for CalSTRS 2% at 62 members is adjusted if the normal cost increases or decreases by more than 1% since the last time the member contribution rate was set. Based on the June 30, 2021, valuation adopted by the CalSTRS board in May 2022, the increase in normal cost was less than 1 percent. Therefore, the contribution rate for CalSTRS 2% at 62 members did not change effective July 1, 2022.

Employers – Employers are required to contribute a base contribution rate set in statute at 8.25%. Pursuant to the CalSTRS Funding Plan, employers also have a supplemental contribution rate to eliminate their share of the CalSTRS unfunded actuarial obligation by 2046.

Beginning in fiscal year 2021–22, the CalSTRS Funding Plan authorized the CalSTRS board to adjust the employer supplemental contribution rate up or down by a maximum of 1% for a total rate of no higher than 20.25% and no lower than 8.25%. In May 2022, the CalSTRS board voted to keep the employer supplemental contribution rate at 10.85% for fiscal year 2022–23 for a total employer contribution rate of 19.10%.

The CalSTRS employer contribution rates effective for fiscal year 2022-2023 through fiscal year 2046-47 are summarized in the table below:

<u>Effective Date</u>	<u>Base Rate</u>	<u>Supplemental Rate Per CalSTRS Funding Plan</u>	<u>Total</u>
July 1, 2022	8.250%	10.850%	19.100%
July 1, 2023 to June 30, 2046	8.250%	(1)	(1)
July 1, 2046	8.250%	Increase from AB 1469 rate ends in 2046-47	

(1) The CalSTRS Funding Plan authorizes the board to adjust the employer contribution rate up or down by up to 1% each year, but no higher than 20.250% total and no lower than 8.250%.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

The District contributed \$4,971,672 to the plan for the fiscal year ended June 30, 2023.

State – 10.828 percent of the members’ calculated based on creditable compensation from two fiscal years prior.

The state is required to contribute a base contribution rate set in statute at 2.017%. Pursuant to the CalSTRS Funding Plan, the state also has a supplemental contribution rate, which the board can increase by up to 0.5% each fiscal year to help eliminate the state’s share of the CalSTRS unfunded actuarial obligation by 2046. In May 2022, the CalSTRS board voted to keep the state supplemental contribution rate at 6.311% for fiscal year 2022–23 for a total contribution rate of 10.828%.

Special legislation appropriated supplemental state contributions to reduce the state’s portion of the unfunded actuarial obligation of the DB Program in fiscal years 2019-20 through 2021-22. These contributions are funded from future excess General Fund revenues, pursuant to the requirements of California Proposition 2, the “Rainy-Day Budget Stabilization Fund Act”, which passed in 2014. Accordingly, the contribution amounts are subject to change each year based on the availability of funding. For fiscal year 2021–22, CalSTRS received \$410.0 million in supplemental state contributions from Proposition 2 funds. Additionally, CalSTRS received a one-time supplemental payment of \$173.7 million from the General Fund in fiscal year 2021–22 to offset forgone contributions due to the suspension of the 0.5% increase to the state supplemental contribution rate in fiscal year 2020–21.

The CalSTRS state contribution rates effective for fiscal year 2022-2023 and beyond are summarized in the table below.

<u>Effective Date</u>	<u>Base Rate</u>	<u>Supplemental Rate Per CalSTRS Funding Plan</u>	<u>SBMA Funding⁽¹⁾</u>	<u>Total</u>
July 01, 2022	2.017%	6.311%	2.50%	10.828%
July 01, 2023 to June 30, 2046	2.017%	(2)	2.50%	(2)
July 01, 2046	2.017%	(3)	2.50%	(3)

- (1) The SBMA contribution rate excludes the \$72 million that is reduced from the required contribution in accordance with Education Code section 22954.
- (2) The CalSTRS board has limited authority to adjust the state contribution rate annually through June 2046 in order to eliminate the remaining unfunded actuarial obligation. The board cannot increase the supplemental rate by more than 0.5% in a fiscal year, and if there is no unfunded actuarial obligation, the supplemental contribution rate imposed would be reduced to 0%.
- (3) From July 1, 2046, and thereafter, the rates in effect prior to July 1, 2014, are reinstated, if necessary, to address any remaining unfunded actuarial obligation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2023, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District’s proportionate share of the net pension liability	\$ 25,503,000
State’s proportionate share of the net pension liability associated with the District	<u>14,415,000</u>
Total	<u><u>\$ 39,918,000</u></u>

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

The net pension liability was measured as of June 30, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021. The District’s proportion of the net pension liability was based on the District’s share of contributions to the pension plan relative to the contributions of all participating school districts and the State. At June 30, 2022 the District’s proportion was 0.037 percent, which was an increase of 0.004 percent from its proportion measured as of June 30, 2021.

For the year ended June 30, 2023, the District recognized pension expense of \$3,283,066 and revenue of \$2,312,741 for support provided by the State. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of <u>Resources</u>	Deferred Inflows of <u>Resources</u>
Difference between expected and actual experience	\$ 21,000	\$ 1,912,000
Changes of assumptions	1,265,000	-
Net differences between projected and actual earnings on investments	-	1,247,000
Changes in proportion and differences between District contributions and proportionate share of contributions	3,151,000	4,132,000
Contributions made subsequent to measurement date	<u>4,971,672</u>	<u>-</u>
Total	<u>\$ 9,408,672</u>	<u>\$ 7,291,000</u>

\$4,971,672 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending <u>June 30,</u>	
2024	\$ (545,500)
2025	\$ (1,591,500)
2026	\$ (2,240,000)
2027	\$ 1,544,333
2028	\$ (406,167)
2029	\$ 384,834

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

Differences between expected and actual experience and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 7 years as of the June 30, 2022 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2021 and rolling forward the total pension liability to June 30, 2022. The financial reporting actuarial valuation as of June 30, 2021, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2021
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for DB, maintain 85% Purchasing power level for DB, not applicable for DBS/CBB

Discount Rate: The discount rate used to measure the total pension liability was 7.10 percent, which was unchanged from the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP’s fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Mortality: CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process.

The actuarial investment rate of return assumption was adopted by the CalSTRS board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS consulting actuary reviews the return assumption for reasonableness based on the most current capital market assumptions.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term* Expected Real Rate of Return</u>
Public Equity	42%	4.8%
Real Estate	15	3.6
Private Equity	13	6.3
Fixed Income	12	1.3
Risk Mitigating Strategies	10	1.8
Inflation Sensitive	6	3.3
Cash / Liquidity	2	(0.4)

* 20-year geometric average

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	<u>1% Decrease (6.10%)</u>	<u>Current Discount Rate (7.10%)</u>	<u>1% Increase (8.10%)</u>
District’s proportionate share of the net pension liability	<u>\$ 43,313,000</u>	<u>\$ 25,503,000</u>	<u>\$ 10,715,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalSTRS financial report.

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B

General Information about the Public Employer’s Retirement Fund B

Plan Description: The schools cost-sharing multiple-employer defined benefit pension plan Public Employer’s Retirement Fund B (PERF B) is administered by the California Public Employees’ Retirement System (CalPERS). Plan membership consists of non-teaching and non-certified employees of public schools (K-12), community college districts, offices of education, charter and private schools (elective) in the State of California.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

The Plan was established to provide retirement, death and disability benefits to non-teaching and non-certified employees in schools. The benefit provisions for Plan employees are established by statute. CalPERS issues a publicly available financial report that can be obtained at: <https://www.calpers.ca.gov/docs/forms-publications/acfr-2022.pdf>.

Benefits Provided: The benefits for the defined benefit plans are based on members’ years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years (10 years for State Second Tier members) of credited service.

Contributions: The benefits for the defined benefit pension plans are funded by contributions from members and employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer’s benefit formulas. Employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions, including lump sum contributions made when districts first join the PERF B, are credited with a market value adjustment in determining contribution rates.

The required contribution rates of most active plan members are based on a percentage of salary in excess of a base compensation amount ranging from zero dollars to \$863 monthly.

Required contribution rates for active plan members and employers as a percentage of payroll for the year ended June 30, 2023 were as follows:

Members - The member contribution rate was 7.0 percent of applicable member earnings for fiscal year 2021-2022.

Employers - The employer contribution rate was 25.37 percent of applicable member earnings.

The District contributed \$2,225,427 to the plan for the fiscal year ended June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2023, the District reported a liability of \$19,409,000 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021. The District’s proportion of the net pension liability was based on the District’s share of contributions to the pension plan relative to the contributions of all participating school districts. At June 30, 2022, the District’s proportion was 0.056 percent, which was an increase of 0.002 percent from its proportion measured as of June 30, 2021.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

For the year ended June 30, 2023, the District recognized pension expense of \$2,646,844. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of <u>Resources</u>	Deferred Inflows of <u>Resources</u>
Difference between expected and actual experience	\$ 88,000	\$ 483,000
Changes of assumptions	1,436,000	-
Net differences between projected and actual earnings on investments	2,292,000	-
Changes in proportion and differences between District contributions and proportionate share of contributions	574,000	103,000
Contributions made subsequent to measurement date	<u>2,225,427</u>	<u>-</u>
Total	<u>\$ 6,615,427</u>	<u>\$ 586,000</u>

\$2,225,427 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending <u>June 30,</u>	
2024	\$ 884,833
2025	\$ 832,833
2026	\$ 687,834
2027	\$ 1,398,500

Differences between expected and actual experience, changes in assumptions and changes in proportion and differences between District contributions and proportionate share of contributions are amortized over a closed period equal to the average remaining service life of plan members, which is 3.9 years as of the June 30, 2022 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

Actuarial Methods and Assumptions: The total pension liability for the Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2021, and rolling forward the total pension liability to June 30, 2022. The financial reporting actuarial valuation as of June 30, 2021, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2021
Experience Study	June 30, 2000 through June 30, 2019
Actuarial Cost Method	Entry age normal
Investment Rate of Return	6.90%
Consumer Price Inflation	2.30%
Wage Growth	Varies by entry age and service
Post-retirement Benefit Increases	2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power Applies, 2.30% thereafter

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries 80% of scale MP2020. For more details on this table, please refer to the 2021 experience study report.

All other actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study for the period from 2000 to 2019, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found at CalPERS’ website.

During the 2021-22 measurement period, the financial reporting discount rate for PERF B was lowered from 7.15 percent to 6.90 percent. In addition, the inflation assumption was reduced from 2.50 percent to 2.30 percent. Lastly, demographic assumptions for mortality rates were updated.

The table below reflects long-term expected rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Expected Real Rates of Return Years 1-10 (1, 2)</u>
Global Equity – cap-weighted	30.00%	4.45%
Global Equity non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	.27%
Mortgage-backed Securities	5.00%	.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

(1) An expected inflation rate of 2.30% used for this period

(2) Figures are based on the 2021-22 CalPERS Asset Liability Management Study

Discount Rate: The discount rate used to measure the total pension liability was 6.90 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained at CalPERS’ website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 6.90 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.90 percent) or 1-percentage-point higher (7.90 percent) than the current rate:

	1% Decrease <u>(5.90%)</u>	Current Discount Rate <u>(6.90%)</u>	1% Increase <u>(7.90%)</u>
District’s proportionate share of the net pension liability	\$ 28,038,000	\$ 19,409,000	\$ 12,278,000

Pension Plan Fiduciary Net Position: Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

NOTE 10 – JOINT POWERS AGREEMENTS

The District is a member of a Joint Powers Authority, Schools Insurance Authority (SIA) a risk management program providing property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant change in coverage from the prior year.

The following is a summary of financial information for SIA as of June 30, 2023 :

Total assets	\$ 211,771,868
Deferred outflows	\$ 1,751,462
Total liabilities	\$ 86,615,462
Deferred inflows	\$ 3,674,124
Net position	\$ 123,233,744
Total revenues	\$ 75,280,339
Total expenditures	\$ 82,404,595
Change in net position	\$ (7,124,256)

NOTE 11 – CONTINGENCIES

Contingent liabilities: The District is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the District.

Also, the District has received federal and state funds for specific purposes that are subject to review or audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

Construction Commitments: As of June 30, 2023, the District has approximately \$7.8 million in outstanding commitments on construction contracts.

REQUIRED SUPPLEMENTARY INFORMATION

CENTER JOINT UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended June 30, 2023

	Budget			Variance
	Original	Final	Actual	Favorable (Unfavorable)
Revenues:				
Local Control Funding Formula:				
State apportionment	\$ 39,891,976	\$ 36,998,694	\$ 37,023,197	\$ 24,503
Local sources	14,511,746	14,457,338	14,491,665	34,327
Total LCFF	54,403,722	51,456,032	51,514,862	58,830
Federal sources	4,485,218	11,568,886	9,831,256	(1,737,630)
Other state sources	8,107,142	15,051,649	15,924,652	873,003
Other local sources	3,070,826	3,120,946	4,051,150	930,204
Total revenues	70,066,908	81,197,513	81,321,920	124,407
Expenditures:				
Current:				
Certificated salaries	27,167,861	26,852,356	26,654,843	197,513
Classified salaries	10,185,752	9,917,029	9,765,371	151,658
Employee benefits	16,715,215	16,361,881	15,376,054	985,827
Books and supplies	4,176,558	4,191,853	3,686,425	505,428
Contract services and operating expenditures	11,766,105	12,209,850	11,537,735	672,115
Other outgo	815,820	911,134	1,173,504	(262,370)
Capital outlay	512,531	4,546,322	3,055,980	1,490,342
Total expenditures	71,339,842	74,990,425	71,249,912	3,740,513
(Deficiency) excess of revenues (under) over expenditures	(1,272,934)	6,207,088	10,072,008	3,864,920
Other financing sources:				
Transfers in	-	125,244	354,510	229,266
Net change in fund balance	(1,272,934)	6,332,332	10,426,518	4,094,186
Fund balance, July 1, 2022	21,978,684	21,978,684	21,978,684	-
Fund balance, June 30, 2023	\$ 20,705,750	\$ 28,311,016	\$ 32,405,202	\$ 4,094,186

See accompanying note to required supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHANGES IN THE DISTRICT'S NET
OTHER POSTEMPLOYMENT BENEFITS (OPEB) LIABILITY
For the Year Ended June 30, 2023

	Last 10 Fiscal Years					
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Total OPEB liability						
Service cost	\$ 533,653	\$ 552,864	\$ 543,002	\$ 720,817	\$ 777,163	\$ 349,506
Interest	302,296	321,120	361,326	306,792	270,846	129,273
Difference between actual and expected experience	-	-	(787,737)	(467,573)	(1,403,656)	(118,945)
Change in benefit terms	-	-	-	-	(3,391,098)	-
Change in assumptions	-	(159,378)	578,612	266,621	332,458	(574,433)
Benefit payments	<u>(336,478)</u>	<u>(328,048)</u>	<u>(391,887)</u>	<u>(408,023)</u>	<u>(472,424)</u>	<u>(401,349)</u>
Net change in total OPEB liability	499,471	386,558	303,316	418,634	(3,886,711)	(615,948)
Total OPEB liability, beginning of year	<u>8,031,694</u>	<u>8,531,165</u>	<u>8,917,723</u>	<u>9,221,039</u>	<u>9,639,673</u>	<u>5,752,962</u>
Total OPEB liability, end of year (a)	<u>\$ 8,531,165</u>	<u>\$ 8,917,723</u>	<u>\$ 9,221,039</u>	<u>\$ 9,639,673</u>	<u>\$ 5,752,962</u>	<u>\$ 5,137,014</u>
Plan fiduciary net position						
Administrative expenses	-	(110)	(56)	(138)	(111)	(184)
Contributions	-	578,048	391,887	408,023	672,424	1,401,349
Benefit payments	-	(328,048)	(391,887)	(408,023)	(472,424)	(401,349)
Net investment income	<u>-</u>	<u>10,774</u>	<u>18,300</u>	<u>15,087</u>	<u>58,712</u>	<u>(133,991)</u>
Change in plan fiduciary net position	-	260,664	18,244	14,949	258,601	865,825
Fiduciary trust net position, beginning of year	<u>-</u>	<u>-</u>	<u>260,664</u>	<u>278,908</u>	<u>293,857</u>	<u>552,458</u>
Fiduciary trust net position, end of year (b)	<u>\$ -</u>	<u>\$ 260,664</u>	<u>\$ 278,908</u>	<u>\$ 293,857</u>	<u>\$ 552,458</u>	<u>\$ 1,418,283</u>
Net OPEB liability, ending (a) - (b)	<u>\$ 8,531,165</u>	<u>\$ 8,657,059</u>	<u>\$ 8,942,131</u>	<u>\$ 9,345,816</u>	<u>\$ 5,200,504</u>	<u>\$ 3,718,731</u>
Covered employee payroll	\$ 27,627,000	\$ 26,692,000	\$ 26,692,000	\$ 28,677,000	\$ 24,551,000	\$ 25,225,000
Net OPEB liability as a percentage of covered-employee payroll	31%	32%	34%	33%	21%	15%

This is a 10-year schedule, however the information in this schedule is not required to be presented retrospectively. The amounts presented for each fiscal year were determined as of the year end that occurred one year prior. All years prior to 2018 are not available.

See accompanying note to required supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Year Ended June 30, 2023

	State Teachers' Retirement Plan Last 10 Fiscal Years								
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District's proportion of the net pension liability	0.040%	0.040%	0.039%	0.038%	0.040%	0.039%	0.037%	0.033%	0.037%
District's proportionate share of the net pension liability	\$ 23,374,800	\$ 26,804,537	\$ 31,618,000	\$ 35,299,000	\$ 36,334,000	\$ 35,368,000	\$ 36,301,000	\$ 14,811,000	\$ 25,503,000
State's proportionate share of the net pension liability associated with the District	<u>-</u>	<u>14,195,000</u>	<u>18,001,000</u>	<u>20,883,000</u>	<u>20,803,000</u>	<u>19,296,000</u>	<u>19,838,000</u>	<u>8,812,000</u>	<u>14,415,000</u>
Total net pension liability	<u>\$ 23,374,800</u>	<u>\$ 40,999,537</u>	<u>\$ 49,619,000</u>	<u>\$ 56,182,000</u>	<u>\$ 57,137,000</u>	<u>\$ 54,664,000</u>	<u>\$ 56,139,000</u>	<u>\$ 23,623,000</u>	<u>\$ 39,918,000</u>
District's covered payroll	\$ 17,338,061	\$ 18,504,032	\$ 19,482,000	\$ 20,230,000	\$ 20,755,000	\$ 21,222,000	\$ 19,715,000	\$ 17,841,000	\$ 20,572,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	134.82%	144.86%	162.29%	174.49%	175.06%	166.66%	184.13%	83.02%	123.97%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.04%	69.46%	70.99%	72.56%	71.82%	87.21%	81.20%

The amounts presented for each fiscal year were determined as of the year end that occurred one year prior.

All years prior to 2015 are not available.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Year Ended June 30, 2023

	Public Employer's Retirement Fund B Last 10 Fiscal Years								
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District's proportion of the net pension liability	0.058%	0.057%	0.057%	0.055%	0.055%	0.055%	0.054%	0.054%	0.056%
District's proportionate share of the net pension liability	\$ 6,607,117	\$ 8,426,048	\$ 11,162,000	\$ 13,116,000	\$ 14,753,000	\$ 16,042,000	\$ 16,507,000	\$ 10,907,000	\$ 19,409,000
District's covered payroll	\$ 6,107,779	\$ 6,321,145	\$ 6,780,000	\$ 7,005,000	\$ 7,304,000	\$ 7,683,000	\$ 7,223,000	\$ 7,701,000	\$ 8,926,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	108.18%	133.30%	164.63%	187.24%	201.99%	208.80%	228.53%	141.63%	217.44%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	79.43%	73.89%	71.87%	70.85%	70.05%	70.00%	80.97%	69.76%

The amounts presented for each fiscal year were determined as of the year end that occurred one year prior.

All years prior to 2015 are not available.

See accompanying note to required supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the Year Ended June 30, 2023

	State Teachers' Retirement Plan Last 10 Fiscal Years								
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Contractually required contribution	\$ 1,430,390	\$ 2,090,455	\$ 2,950,788	\$ 2,994,934	\$ 3,454,949	\$ 3,371,167	\$ 3,407,539	\$ 3,929,325	\$ 4,971,672
Contributions in relation to the contractually required contribution	<u>(1,430,390)</u>	<u>(2,090,455)</u>	<u>(2,950,788)</u>	<u>(2,994,934)</u>	<u>(3,454,949)</u>	<u>(3,371,167)</u>	<u>(3,407,539)</u>	<u>(3,929,325)</u>	<u>(4,971,672)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 18,504,032	\$ 19,482,000	\$ 20,230,000	\$ 20,755,000	\$ 21,222,000	\$ 19,715,000	\$ 17,841,000	\$ 20,572,000	\$ 26,030,000
Contributions as a percentage of covered payroll	8.25%	10.73%	12.58%	14.43%	16.28%	17.10% *	16.15%**	16.92***%	19.10%

All years prior to 2015 are not available.

*This rate reflects the original employer contribution rate of 18.13 percent under AB1469, reduced for the 1.03 percentage points to be paid on behalf of employers pursuant to SB90.

**This rate reflects the original employer contribution rate of 19.10 percent under AB1469, reduced for the 2.95 percentage points to be paid on behalf of employers pursuant to SB90.

***This rate reflects the original employer contribution rate of 19.10 percent under AB1469, reduced for the 2.18 percentage points to be paid on behalf of employers pursuant to SB90.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the Year Ended June 30, 2023

	Public Employer's Retirement Fund B Last 10 Fiscal Years									
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	
Contractually required contribution	\$ 698,852	\$ 803,253	\$ 965,632	\$ 1,134,341	\$ 1,387,636	\$ 1,424,374	\$ 1,594,037	\$ 2,044,845	\$ 2,225,427	
Contributions in relation to the contractually required contribution	<u>(698,852)</u>	<u>(803,253)</u>	<u>(965,632)</u>	<u>(1,134,341)</u>	<u>(1,387,636)</u>	<u>(1,424,374)</u>	<u>(1,594,037)</u>	<u>(2,044,845)</u>	<u>(2,225,427)</u>	
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
District's covered payroll	\$ 6,321,145	\$ 6,780,000	\$ 7,005,000	\$ 7,304,000	\$ 7,683,000	\$ 7,223,000	\$ 7,701,000	\$ 8,926,000	\$ 8,772,000	
Contributions as a percentage of covered payroll	11.44%	11.85%	13.89%	15.53%	18.06%	19.72%	20.70%	22.91%	25.37%	

All years prior to 2015 are not available.

See accompanying note to required supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2023

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule: The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Education to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

Schedule of Changes in Net Other Postemployment Benefits (OPEB) Liability: The Schedule of Changes in Net OPEB Liability is presented to illustrate the elements of the District's Net OPEB Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

Schedule of the District's Proportionate Share of the Net Pension Liability: The Schedule of the District's Proportionate Share of the Net Pension Liability is presented to illustrate the elements of the District's Net Pension Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

Schedule of the District's Contributions: The Schedule of the District's Contributions is presented to illustrate the District's required contributions relating to the pensions. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

Changes of Benefit Terms: For District's OPEB liability, the District capped the District's benefit contribution for all groups, therefore change in benefit terms. There were no other changes in benefit terms reported in the Required Supplementary Information.

Change of Assumptions: The discount rate used to calculate the District's OPEB liability was 3.60, 3.90, 3.15, 2.66, 2.19 and 4.36 percent in the June 30, 2018, 2019, 2020, 2021, 2022 and 2023 actuarial reports, respectively.

The discount rate used for the Public Employer's Retirement Fund B (PERF B) plan was 7.50, 7.65, 7.65, 7.15, 7.15, 7.15, 7.15, 7.15 and 6.90 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 actuarial reports, respectively.

The inflation rate used for the PERF B plan was 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, 2.50, and 2.30 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021 actuarial reports, respectively.

The following are the assumptions for State Teachers' Retirement Plan:

<u>Assumption</u>	<u>Measurement Period</u>							
	As of June 30, 2022	As of June 30, 2021	As of June 30, 2020	As of June 30, 2019	As of June 30, 2018	As of June 30, 2017	As of June 30, 2016	As of June 30, 2015
Consumer price inflation	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	3.00%	3.00%
Investment rate of return	7.10%	7.10%	7.10%	7.10%	7.10%	7.10%	7.60%	7.60%
Wage growth	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.75%	3.75%

SUPPLEMENTARY INFORMATION

CENTER JOINT UNIFIED SCHOOL DISTRICT
COMBINING BALANCE SHEET
ALL NON-MAJOR FUNDS
June 30, 2023

	Adult Education <u>Fund</u>	Child Development <u>Fund</u>	Cafeteria <u>Fund</u>	Deferred Maintenance <u>Fund</u>	County School Facilities <u>Fund</u>	<u>Total</u>
ASSETS						
Cash in County Treasury	\$ 111,435	\$ 148,120	\$ 1,321,338	\$ 90	\$ 205,015	\$ 1,785,998
Cash in revolving cash account	-	-	1,000	-	-	1,000
Receivables	2,487	4,403	45,886	2	35,433	88,211
Due from grantor government	-	103,173	-	-	-	103,173
Due from other funds	-	-	999	-	-	999
Stores inventory	-	-	65,582	-	-	65,582
Total assets	<u>\$ 113,922</u>	<u>\$ 255,696</u>	<u>\$ 1,434,805</u>	<u>\$ 92</u>	<u>\$ 240,448</u>	<u>\$ 2,044,963</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$ -	\$ 155,802	\$ 6,438	\$ -	\$ 12,160	174,400
Due to other funds	113,922	44,259	71,224	-	-	229,405
Total liabilities	<u>113,922</u>	<u>200,061</u>	<u>77,662</u>	<u>-</u>	<u>12,160</u>	<u>403,805</u>
Fund balances:						
Nonspendable	-	-	66,582	-	-	66,582
Restricted	-	55,635	1,290,561	92	228,288	1,574,576
Total fund balance	<u>-</u>	<u>55,635</u>	<u>1,357,143</u>	<u>92</u>	<u>228,288</u>	<u>1,641,158</u>
Total liabilities and fund balances	<u>\$ 113,922</u>	<u>\$ 255,696</u>	<u>\$ 1,434,805</u>	<u>\$ 92</u>	<u>\$ 240,448</u>	<u>\$ 2,044,963</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES
ALL NON-MAJOR FUNDS
June 30, 2023

	Adult Education Fund	Child Development Fund	Cafeteria Fund	Deferred Maintenance Fund	County School Facilities Fund	Total
Revenues:						
Federal revenue	\$ -	\$ 354,095	\$ 1,915,535	\$ -	\$ -	\$ 2,269,630
Other state revenue	2,549	515,689	621,441	-	-	1,139,679
Other local revenue	339	5,889	24,285	3	58,510	89,026
Total revenues	2,888	875,673	2,561,261	3	58,510	3,498,335
Expenditures:						
Current:						
Classified salaries	-	-	826,409	-	-	826,409
Employee benefits	-	-	372,177	-	-	372,177
Books and supplies	-	-	572,292	-	4,673	576,965
Services and other operating expenditures	-	827,907	54,258	-	1,664	883,829
Capital outlay	-	-	15,652	-	3,076,375	3,092,027
Total expenditures	-	827,907	1,840,788	-	3,082,712	5,751,407
Excess (deficiency) of revenues over (under) expenditures	2,888	47,766	720,473	3	(3,024,202)	(2,253,072)
Other financing uses:						
Transfers out	(113,922)	(44,259)	(196,329)	-	-	(354,510)
Net change in fund balances	(111,034)	3,507	524,144	3	(3,024,202)	(2,607,582)
Fund balances July 1, 2022	111,034	52,128	832,999	89	3,252,490	4,248,740
Fund balances June 30, 2023	\$ -	\$ 55,635	\$ 1,357,143	\$ 92	\$ 228,288	\$ 1,641,158

CENTER JOINT UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2023

Center Joint Unified School District was established on July 1, 1858, and comprises an area located in Sacramento and Placer Counties. There were no changes in the boundaries of the District during the current year. The District currently operates four elementary schools, one middle school, one continuation high school, and one comprehensive high school.

GOVERNING BOARD

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Delrae Pope	President	2024
Nancy Anderson	Clerk	2026
Steve Bruno	Representative	2026
Howard Ballin	Member	2026
Adrianna Sammons	Member	2024

ADMINISTRATION

Scott Loehr
Superintendent

Lisa Coronado
Director of Fiscal Services

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF AVERAGE DAILY ATTENDANCE
June 30, 2023

	<u>Second Period Report</u>	<u>Annual Report</u>
District		
Certificate Numbers	F661D85A	5BD8DA7D
Elementary:		
Transitional Kindergarten through Third	1,117	1,128
Fourth through Sixth	895	899
Seventh through Eighth	<u>536</u>	<u>539</u>
Subtotal Elementary	<u>2,548</u>	<u>2,566</u>
Secondary:		
Nine through Twelfth	<u>1,281</u>	<u>1,276</u>
Total District	<u><u>3,829</u></u>	<u><u>3,842</u></u>

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
For the Year Ended June 30, 2023

<u>Grade Level</u>	<u>Statutory Minutes Requirement</u>	<u>2022-23 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	54,530	180	In compliance
Grade 1	50,400	54,530	180	In compliance
Grade 2	50,400	54,530	180	In compliance
Grade 3	50,400	54,530	180	In compliance
Grade 4	54,000	54,530	180	In compliance
Grade 5	54,000	54,530	180	In compliance
Grade 6	54,000	54,530	180	In compliance
Grade 7	54,000	55,610	180	In compliance
Grade 8	54,000	55,610	180	In compliance
Grade 9	64,800	65,015	180	In compliance
Grade 10	64,800	65,015	180	In compliance
Grade 11	64,800	65,015	180	In compliance
Grade 12	64,800	65,015	180	In compliance

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

Assistance Listing Number	Entity Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass-Through Entity Identifying Number	Expenditures
<u>United States Department of Agriculture - Passed through California</u>			
<u>Department of Education</u>			
Child Nutrition Cluster:			
10.555	Child Nutrition: School Programs - Child Nutrition Cluster	13391	\$ 1,839,914
10.555	Child Nutrition: Supply Chain Assistance Funds	15655	103,294
Subtotal Child Nutrition Cluster			<u>1,943,208</u>
<u>United States Department of Education - Passed through California</u>			
<u>Department of Rehabilitation</u>			
84.126	Department of Rehabilitation: Workability II, Transitions Partnership Program	10006	<u>94,085</u>
<u>United States Department of Education - passed through California</u>			
<u>Department of Education</u>			
Special Education (IDEA) Cluster:			
84.027	Special Education: IDEA Basic Local Assistance Entitlement, Part B, Section 611	13379	940,335
84.027A	Special Ed: IDEA Mental Health Average Daily Attendance (ADA) Allocation, Part B, Sec 611	15197	45,783
84.173	Special Ed: IDEA Preschool Grants	13430	35,647
84.173	Special Ed: ARP IDEA Part B, Sec. 619, Preschool Grants	15639	<u>14,052</u>
Subtotal Special Education (IDEA) Cluster			<u>1,035,817</u>
Title I Programs:			
84.010	ESEA: Title I, Part A, Basic Grants Low-Income and Neglected	14329	1,695,167
84.010	ESEA: ESSA School Improvement (CSI) Funding for LEAs	15438	<u>3,268</u>
Subtotal Title I Programs			<u>1,698,435</u>
84.365	Title III, English Learner Student Program	14346	148,511
84.367	ESEA: Title II, Part A, Improving Teacher Quality Local Grants	14341	297,215
84.196	ESEA: Education for Homeless Children and Youth	14332	49,833
84.424	ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants	15396	91,336

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

Assistance Listing Number	Entity Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass-Through Entity Identifying Number	Expenditures
<u>United States Department of Education - passed through California</u>			
<u>Department of Education (Continued)</u>			
	COVID-19: Education Stabilization Fund (ESF) Programs:		
84.425H	COVID-19-Elementary and Secondary School Emergency Relief II (ESSER II) Fund	15547	\$ 893,628
84.425	COVID-19- Elementary and Secondary School Emergency Relief III (ESSER III) Fund	10155	1,301,467
84.425	COVID-19-Expanded Learning Opportunities (ELO) Grant ESSER II State Reserve	15618	79,119
84.425	COVID-19-Expanded Learning Opportunities (ELO) Grant ESSER III State Reserve Emergency Needs	15620	130,358
84.425	COVID- 19-Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Learning Loss	15621	99,529
84.425	COVID- 19-American Rescue Plan-Homeless Children and Youth (ARP-HCY) Program	15564	6,133
84.425	COVID-19-American Rescue Plan - Homeless Children and Youth II (ARP HCY II)	15566	2,235
84.425	COVID- 19-Elementary and Secondary School Emergency Relief III (ESSER III) Fund	15559	3,771,016
	Subtotal COVID-19: Education Stabilization Fund (ESF) Programs		6,283,485
	Total United States Department of Education		9,698,717
<u>United States Department of Health and Human Service - Passed through California Department of Education</u>			
93.596	Child Dev: Federal General (CCTR) and State Preschool (CSPP): Family Child Care Home (CFCC) - CCDF Cluster	13609	304,345
93.UNK	Child Care and Development Programs Administered by California Department of Social Services	10163	49,750
	Total United States Department of Health and Human Services		354,095
	Total Federal Programs		\$ 11,996,020

See accompanying notes to supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
RECONCILIATION OF UNAUDITED ACTUAL FINANCIAL REPORT
WITH AUDITED FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

	Building <u>Fund</u>	Capital Facilities <u>Fund</u>
Unaudited Actual Financial Statements Ending Fund Balances June 30, 2023	\$ 21,064,939	\$ 7,860,482
Requested transfer of expenditures from Building Fund to Capital Facilities Fund	<u>2,736,751</u>	<u>(2,736,751)</u>
Audited Ending Fund Balances, June 30, 2023	<u>\$ 23,801,690</u>	<u>\$ 5,123,731</u>

There were no audit adjustments proposed to any other funds of the District.

See accompanying notes to supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
For the Year Ended June 30, 2023
(UNAUDITED)

	(Adopted Budget) <u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
<u>General Fund</u>				
Revenues and other financing sources	\$ 81,321,917	\$ 81,676,430	\$ 67,560,044	\$ 58,705,772
Expenditures	71,134,565	71,249,912	63,916,121	53,118,147
Other Uses and Transfers	(239,166)	-	-	200,480
Total outgo	<u>70,895,399</u>	<u>71,249,912</u>	<u>63,916,121</u>	<u>53,318,627</u>
Change in fund balance	<u>\$ 10,426,518</u>	<u>\$ 10,426,518</u>	<u>\$ 3,643,923</u>	<u>\$ 5,387,145</u>
Ending fund balance	<u>\$ 42,831,720</u>	<u>\$ 32,405,202</u>	<u>\$ 21,978,684</u>	<u>\$ 18,334,761</u>
Available reserves	<u>\$ 9,319,387</u>	<u>\$ 9,782,606</u>	<u>\$ 7,348,878</u>	<u>\$ 11,840,173</u>
Designated for economic uncertainties	<u>\$ 4,268,075</u>	<u>\$ 1,735,999</u>	<u>\$ 1,914,628</u>	<u>\$ 1,591,916</u>
Undesignated fund balance	<u>\$ 5,051,312</u>	<u>\$ 8,046,607</u>	<u>\$ 5,434,250</u>	<u>\$ 10,248,257</u>
Available reserves as percentages of total outgo	<u>13.15%</u>	<u>13.73%</u>	<u>11.50%</u>	<u>22.21%</u>
Total long-term liabilities	<u>\$ 160,627,274</u>	<u>\$ 165,806,237</u>	<u>\$ 138,657,396</u>	<u>\$ 133,161,924</u>
Average daily attendance at P-2	<u>3,923</u>	<u>3,829</u>	<u>3,606</u>	<u>4,026</u>

The General Fund fund balance has increased by \$19,457,586 over the past three years. The District projects an increase of \$10,426,518 for the fiscal year ending 2023-2024. For a district this size, the State of California recommends available reserves of at least three percent of total General Fund expenditures, transfers out and other uses be maintained. The District has met this requirement.

The District has incurred operating surpluses in the past three years and anticipates an operating surplus during the 2023-2024 fiscal year.

Total long-term liabilities have increased by \$32,644,313 over the past two years.

Average daily attendance has decreased by 197 over the past two years. The District anticipates an increase of 94 ADA for the fiscal year ended 2023-2024.

See accompanying notes to supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
For the Year Ended June 30, 2023

Charter Schools Chartered by District

Included in District
Financial Statements, or
Separate Report

There are currently no charter schools in this District.

See accompanying notes to supplementary information.

CENTER JOINT UNIFIED SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
For the Year Ended June 30, 2023

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance: Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time: The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

Schedule of Expenditures of Federal Awards: The Schedule of Expenditure of Federal Awards includes the federal award activity of the District and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District has elected not to use the 10-percent de minimis indirect cost rate allowed on the Uniform Guidance.

Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements: This schedule provides the information necessary to reconcile the Unaudited Actual Financial Report to the audited financial statements.

Schedule of Financial Trends and Analysis – Unaudited: This schedule provides trend information on District's financial condition over the past three years and its anticipated condition for the 2023-2024 fiscal year.

Schedule of Charter Schools: This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

NOTE 2 – EARLY RETIREMENT INCENTIVE PROGRAM

Education Code Section 14503 requires certain disclosure in the financial statements of districts which adopt Early Retirement Incentive Programs pursuant to Education Code Sections 22714 and 44929. For the fiscal year ended June 30, 2023, the District did not adopt this program.

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Trustees
Center Joint Unified School District
Antelope, California

Report on Compliance***Qualified Opinion on State Compliance***

We have audited Center Joint Unified School District's (the District) compliance with the requirements specified in the State of California *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the District's state program requirements identified below for the year ended June 30, 2023.

In our opinion, except for the noncompliance described in the Basis of Qualified Opinion paragraph, the District complied, in all material respects, with the compliance requirements that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023.

Basis for Qualified Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Matters Giving Rise to Qualified Opinion on State Laws and Regulations

As described in findings 2023-001 and 2023-002 in the accompanying Schedule of Audit Findings and Questioned Costs, the District did not comply with the requirements regarding Teacher Certification and Misassignments and Classroom Teacher Salaries. Compliance with such requirements is necessary, in our opinion, for the District to comply with the requirements applicable to the state laws and regulations referred to above.

(Continued)

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

<u>2022-23 K-12 Audit Guide Procedures</u>	<u>Procedures Performed</u>
<i>Local Education Agencies Other than Charter Schools:</i>	
A. Attendance	Yes
B. Teacher Certification and Misassignments	Yes
C. Kindergarten Continuance	Yes
D. Independent Study	Yes
E. Continuation Education	Yes
F. Instructional Time	Yes
G. Instructional Materials	Yes
H. Ratio of Administrative Employees to Teachers	Yes
I. Classroom Teacher Salaries	Yes
J. Early Retirement Incentive	N/A, see below
K. Gann Limit Calculation	Yes
L. School Accountability Report Card	Yes

(Continued)

M. Juvenile Court Schools	N/A, see below
N. Middle or Early College High Schools	N/A, see below
O. K-3 Grade Span Adjustment	Yes
P. Transportation Maintenance of Effort	Yes
Q. Apprenticeship: Related and Supplemental Instruction	N/A, see below
R. Comprehensive School Safety Plan	Yes
S. District of Choice	N/A, see below
TT. Home to School Transportation Reimbursement	Yes
UU. Independent Study Certification for ADA Loss Mitigation	Yes

School Districts, County Offices of Education, and Charter Schools:

T. California Clean Energy Jobs Act	N/A, see below
U. After/Before School Education and Safety Program	N/A, see below
V. Proper Expenditure of Education Protection Account Funds	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts	Yes
X. Local Control and Accountability Plan	Yes
Y. Independent Study – Course-Based	N/A, see below
Z. Immunizations	N/A, see below
AZ. Educator Effectiveness	Yes
BZ. Expanded Learning Opportunities Grant (ELO-G)	N/A, see below
CZ. Career Technical Education Incentive Grant	Yes
EZ. Transitional Kindergarten	Yes

Charter Schools:

AA. Attendance	N/A, see below
BB. Mode of Instruction	N/A, see below
CC. Nonclassroom-Based Instruction/Independent Study	N/A, see below
DD. Determination of Funding for Nonclassroom-Based Instruction	N/A, see below
EE. Annual Instructional Minutes-Classroom Based	N/A, see below
FF. Charter School Facility Grant Program	N/A, see below

The District did not offer an Early Retirement Incentive Program; therefore, we did not perform any procedures related to this program.

The District did not offer Juvenile Court Schools; therefore, we did not perform any procedures related to this program.

The District did not offer Middle or Early College Programs; therefore, we did not perform any procedures related to this program.

The District did not offer Apprenticeship: Related and Supplemental Instruction, therefore we did not perform any procedures related to Apprenticeship: Related and Supplemental Instruction.

The District is not reported as a District of Choice per the California Department of Education; therefore, we did not perform any procedures related to District of Choice.

The District did not receive or spend any funds related to California Clean Energy Jobs in the current year, therefore we did not perform any procedures related to this program.

The District did not offer an After/Before School Education and Safety Program during the current year; therefore, we did not perform any procedures related to this program.

The District did not offer an Independent Study – Course Based program; therefore, we did not perform any procedures related to this program.

The District did not have any school sites listed on the CDE immunizations listing; therefore, we did not perform any procedures related to this program.

(Continued)

The District did not spend any funds related to Expanded Learning Opportunities Grant (ELO-G) in the current year, therefore we did not perform any procedures related to this program.

The District does not operate a Charter School; therefore, we did not perform any procedures related to Charter Schools.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matter

Government Auditing Standards require the auditor to perform limited procedures on the District's response to the noncompliance findings identified in an audit and disclosed in the accompanying Schedule of Audit Findings and Question Costs. The District's responses were not subjected to the auditing procedures applied in the audit of the state compliance and accordingly we express no opinion on them.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as items 2023-001 and 2023-002 to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
December 1, 2023

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Trustees
Center Joint Unified School District
Antelope, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Center Joint Unified School District as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Center Joint Unified School District's basic financial statements, and have issued our report thereon dated December 1, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Center Joint Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Center Joint Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Center Joint Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

(Continued)

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Center Joint Unified School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
December 1, 2023

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE UNIFORM
GUIDANCE

Board of Trustees
Center Joint Unified School District
Antelope, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Center Joint Unified School District's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Center Joint Unified School District's major federal programs for the year ended June 30, 2023. Center Joint Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Center Joint Unified School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Center Joint Unified School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Center Joint Unified School District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Center Joint Unified School District's federal programs.

(Continued)

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Center Joint Unified School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Center Joint Unified School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Center Joint Unified School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Center Joint Unified School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Center Joint Unified School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

(Continued)

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
December 1, 2023

FINDINGS AND RECOMMENDATIONS

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2023

SECTION I – SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	_____ Yes	_____ <u>X</u> No	
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ Yes	_____ <u>X</u> None reported	

Noncompliance material to financial statements noted? _____ Yes _____ X No

FEDERAL AWARDS

Internal control over major programs:

Material weakness(es) identified?	_____ Yes	_____ <u>X</u> No	
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ Yes	_____ <u>X</u> None reported	

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ Yes _____ X No

Identification of major programs:

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.027, 84.173, 84.027A 84.425, 84.425H	Special Education Cluster COVID-19: Education Stabilization Fund (ESF) Programs
10.555	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? _____ Yes _____ X No

STATE AWARDS

Type of auditor's report issued on compliance for state programs: Qualified

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2023

SECTION II – FINANCIAL STATEMENT FINDINGS

No matters were reported.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2023

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

(Continued)

CENTER JOINT UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2023

SECTION IV – STATE AWARD FINDINGS AND QUESTIONED COSTS

2023-001 – STATE COMPLIANCE – TEACHER CERTIFICATION AND MISASSIGNMENTS (71000) – MATERIAL WEAKNESS

Criteria: Teachers must possess a valid certificate document pursuant to education code 45037.

Condition: One teacher did not possess a valid certification document for 150 schools days of the year.

Effect: The District is out of compliance with state requirements for Teacher Certification and Misassignment.

Cause: Teacher did not possess valid certification documents for all days they worked during the school year.

Fiscal Impact: The effect of this finding is a financial penalty of \$190,434.

Recommendation: The District should ensure teachers have proper certifications throughout the school year for all days worked.

Views of Responsible Officials and Planned Corrective Action: The District has trained and assigned compliance monitoring roles to Human Resource staff to ensure substitutes possess valid certification when placed in work assignments.

2023-002 – STATE COMPLIANCE – CLASSROOM TEACHER SALARIES (61000) – MATERIAL WEAKNESS

Criteria: The District's expenditures related to classroom teacher salaries during the audit year are required to meet or exceed 55% of the total current expense of education in the District's General Fund, as required by education code section 41372.

Condition: The District's total current expense of education in the General Fund for the audit year was calculated to be \$61,492,612 and classroom teacher salaries totaled \$33,295,588. The ratio of classroom teacher salaries to the current expense of education is calculated as 54%, which is deficient by 1%, or \$525,349 from the requirement of 55%.

Effect: The District is out of compliance with state requirements for Classroom Teacher Salaries.

Cause: The District did not establish adequate internal controls to ensure that total expenditures for classroom teacher salaries exceeded the minimum required percentage.

Fiscal Impact: Not determined.

Recommendation: The District should implement necessary internal controls to ensure that classroom teacher salaries exceed the minimum required percentage of current expense of education in the General Fund.

Views of Responsible Officials and Planned Corrective Action: The District will work to implement necessary internal controls to ensure that classroom teacher salaries exceed the minimum required percentage of current expense of education in the General Fund.

**STATUS OF PRIOR YEAR
FINDINGS AND RECOMMENDATIONS**

CENTER JOINT UNIFIED SCHOOL DISTRICT
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
Year Ended June 30, 2023

No matters were reported.

Agenda Item: XIII-13



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 01/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT PAYROLL ORDERS

☐ Action Item

☐ Information Item

Attached Pages _____

BACKGROUND:

The Governing board is asked to approve the attached payroll Orders for December 2023.

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the District Payroll Orders for December 2023.

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 01/02/2024

12/19/23 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	1,656,393.82
1200	CERT PUPIL SUPPORT SALARIES	131,212.43
1300	CERT SUPERV & ADMIN SALARIES	198,929.27
1900	OTHER CERTIFICATED SALARIES	112,795.04
2500	Confidential Employees	14,739.54
3400	*** NOT ON FILE ***	2,534.40
3900	*** NOT ON FILE ***	825.00
5200	Travel & Conference	500.00
	TOTAL FUND	2,117,929.50
	TOTAL DISTRICT:	2,117,929.50

SALARY EXPENDITURE:	\$2,117,929.50	
01-9110		\$1,952,657.51
99-9621		\$165,318.85
99-9622		\$46.86-
99-9621		\$213,718.35
	-----	-----
	\$2,117,929.50	\$2,331,647.85

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 12/29/2023

12/15/23 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	96,721.57
2300	CLASS SUPERV & ADMIN SALARIES	8,457.85
2400	Clerical & Office Salaries	14,490.72
3400	*** NOT ON FILE ***	196.80
3900	*** NOT ON FILE ***	164.80
	TOTAL FUND	120,031.74
	TOTAL DISTRICT:	1,923,288.66

SALARY EXPENDITURE:	\$1,923,288.66	
01-9110		\$1,818,161.91
99-9621		\$89,708.95
99-9621		\$117,927.09
	-----	-----
	\$1,923,288.66	\$2,025,797.95

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 12/29/2023

12/15/23 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	342,068.90
1200	CERT PUPIL SUPPORT SALARIES	31,817.03
1300	CERT SUPERV & ADMIN SALARIES	8,583.33
2100	INSTRUCTIONAL AIDES SALARIES	381,729.23
2200	CLASSIFIED SUPPORT SALARIES	625,464.95
2300	CLASS SUPERV & ADMIN SALARIES	55,372.92
2400	Clerical & Office Salaries	289,474.67
2500	Confidential Employees	17,728.86
2900	OTHER CLASSIFIED SALARIES	43,783.63
3400	*** NOT ON FILE ***	2,717.38
3700	*** NOT ON FILE ***	1,184.04
3900	*** NOT ON FILE ***	3,331.98
	TOTAL FUND	1,803,256.92

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 01/10/2024

01/03/24 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	140,206.84
1200	CERT PUPIL SUPPORT SALARIES	7,229.99
1900	OTHER CERTIFICATED SALARIES	285.00
2100	INSTRUCTIONAL AIDES SALARIES	10,805.81
2200	CLASSIFIED SUPPORT SALARIES	33,844.42
2400	Clerical & Office Salaries	2,054.00
2500	Confidential Employees	137.92
2900	OTHER CLASSIFIED SALARIES	7,734.45
	TOTAL FUND	202,298.43

PAY282 L.00.03
PAYNAME: VAR
DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****
PAYROLL LABOR SUMMARY BY OBJECT
FOR WARRANTS DATED 01/10/2024

01/03/24 PAGE 2
CAFETERIA FUND

FUND : 13

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	5,845.57
	TOTAL FUND	5,845.57
	TOTAL DISTRICT:	208,144.00

SALARY EXPENDITURE:	\$208,144.00	
01-9110		\$210,355.90
99-9621		\$2,211.90-
	-----	-----
	\$208,144.00	\$208,144.00

Agenda Item: XIII-14



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 11/15/23

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: Commercial Warrant Registers

☒ **Action Item**

☐ **Information Item**

Attached Pages 11

BACKGROUND:

December 7, 2023 \$601,829.00
December 14, 2023 \$1,436,281.57

The commercial warrant payments to vendor totals
\$2,038,110.57

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants as presented.

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241613	A UNIQUE PERFORMANCE	Girls soccer replacement unifor	727.31	CENTER HIGH SCHOOL
241774	A-Z BUS SALES INC.	NEW BUS PARTS	338.52	PERSONNEL SERVICES - USE 0110
241806	AERIES SIS/EAGLE SOFTWARE	AERIESCON FOR A.BISHOP	999.00	COMPUTER SERVICES
241807	AERIES SIS/EAGLE SOFTWARE	AERIESCON FOR E.GRAHAM	999.00	COMPUTER SERVICES
241621	AHMAD NAZARI BASIR	B.NAZARI MILEAGE NOV 2023	43.89	COMPUTER SERVICES
241598	AMAZON CAPITAL SERVICES INC	TECH ORDER	72.68	SPINELLI ELEMENTARY
241601	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	52.17	BUSINESS SERVICES
241616	AMAZON CAPITAL SERVICES INC	safety mirror	71.10	CENTER HIGH SCHOOL
241618	AMAZON CAPITAL SERVICES INC	Library books	50.79	CENTER HIGH SCHOOL
241624	AMAZON CAPITAL SERVICES INC	SUPPLIES	221.41	ARTHUR S. DUDLEY ELEMENTARY
241626	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	229.34	NORTH COUNTRY ELEMENTARY
241642	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	24.22	BUSINESS SERVICES
241643	AMAZON CAPITAL SERVICES INC	Google sanitizer cabinet	644.33	CENTER HIGH SCHOOL
241644	AMAZON CAPITAL SERVICES INC	CLASSROOM MATERIALS	129.12	REX FORTUNE ELEMENTARY
241645	AMAZON CAPITAL SERVICES INC	KINNEY CLASSROOM MATERIALS	292.46	REX FORTUNE ELEMENTARY
241646	AMAZON CAPITAL SERVICES INC	MARTIN CLASS PROJECT	21.53	REX FORTUNE ELEMENTARY
241647	AMAZON CAPITAL SERVICES INC	TK-6TH GRADE PE CLASS SUPPLIES	305.68	NORTH COUNTRY ELEMENTARY
241648	AMAZON CAPITAL SERVICES INC	KINDNESS WEEK ACTIVITIES TK-6TH	149.94	NORTH COUNTRY ELEMENTARY
241651	AMAZON CAPITAL SERVICES INC	covers and chargers for tablet	31.10	CENTER HIGH SCHOOL
241671	AMAZON CAPITAL SERVICES INC	SPED ANNEX OFFICE SUPPLIES	128.33	SPECIAL EDUCATION
241674	AMAZON CAPITAL SERVICES INC	PHOENIX CLASS MARKERS	63.02	REX FORTUNE ELEMENTARY
241675	AMAZON CAPITAL SERVICES INC	SDC 3-6TH GRADE SUPPLIES	342.68	NORTH COUNTRY ELEMENTARY
241678	AMAZON CAPITAL SERVICES INC	SPED ED	215.82	SPINELLI ELEMENTARY
241680	AMAZON CAPITAL SERVICES INC	TITLE 1 FAMILY NIGHT	536.33	SPINELLI ELEMENTARY
241681	AMAZON CAPITAL SERVICES INC	SCIENCE CLUB SUPPLIES 2ND GRADE	90.77	NORTH COUNTRY ELEMENTARY
241682	AMAZON CAPITAL SERVICES INC	SPED CLASS SUPPLIES	561.81	SPECIAL EDUCATION
241686	AMAZON CAPITAL SERVICES INC	2ND GRADE SUPPLIES	312.13	NORTH COUNTRY ELEMENTARY
241698	AMAZON CAPITAL SERVICES INC	flashcards/binder rings, suppl	391.10	OAK HILL ELEMENTARY
241699	AMAZON CAPITAL SERVICES INC	library books for students	1,103.76	CENTER HIGH SCHOOL
241702	AMAZON CAPITAL SERVICES INC	cards, markers	71.08	CENTER HIGH SCHOOL
241710	AMAZON CAPITAL SERVICES INC	JOPE / MAGEDMAN SUPPLIES	287.33	CURRICULUM & INSTRUCTION
241711	AMAZON CAPITAL SERVICES INC	C&I/SPEC ED OFFICE SUPPLIES	513.77	CURRICULUM & INSTRUCTION
241714	AMAZON CAPITAL SERVICES INC	EL MATERIALS	118.51	CURRICULUM & INSTRUCTION
241715	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	216.41	NORTH COUNTRY ELEMENTARY
241718	AMAZON CAPITAL SERVICES INC	HOUSE POINT DISPLAY SUPPLIES	378.63	NORTH COUNTRY ELEMENTARY
241719	AMAZON CAPITAL SERVICES INC	OFFICE FURNITURE/KINDER WINDOW	408.58	REX FORTUNE ELEMENTARY
241722	AMAZON CAPITAL SERVICES INC	chair mat/lables/sign holder/t	154.00	CENTER HIGH SCHOOL
241724	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	285.37	NORTH COUNTRY ELEMENTARY
241725	AMAZON CAPITAL SERVICES INC	HOUSE COLLECTION BOX	63.94	NORTH COUNTRY ELEMENTARY
241731	AMAZON CAPITAL SERVICES INC	TECH BULBS	763.85	COMPUTER SERVICES
241737	AMAZON CAPITAL SERVICES INC	ELD FLASH CARDS	161.41	REX FORTUNE ELEMENTARY
241753	AMAZON CAPITAL SERVICES INC	DOCKS AND BAG TECH	459.89	COMPUTER SERVICES
241759	AMAZON CAPITAL SERVICES INC	EL BOOKS / MATERIALS	301.67	CURRICULUM & INSTRUCTION
241765	AMAZON CAPITAL SERVICES INC	puzzles, games,paper, markers,	404.96	CENTER HIGH SCHOOL
241769	AMAZON CAPITAL SERVICES INC	TECH MICRO SCREWDRIVER	301.47	COMPUTER SERVICES
241770	AMAZON CAPITAL SERVICES INC	MISC. SUPPLIES	86.25	WILSON RILES MIDDLE SCHOOL
241781	AMAZON CAPITAL SERVICES INC	i pad cover	23.68	CENTER HIGH SCHOOL
241792	AMAZON CAPITAL SERVICES INC	OFFICE CALENDARS	42.92	MAINTENANCE
241805	AMAZON CAPITAL SERVICES INC	KINNEY PENS	25.00	REX FORTUNE ELEMENTARY
241821	AMAZON CAPITAL SERVICES INC	FLOW CONTROLLER	700.36	PERSONNEL SERVICES - USE 0110
241659	AMERICAN RED CROSS	CPR cards for 3 coaches	108.00	CENTER HIGH SCHOOL

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241755	AMERICAN SHEET METAL PARTITION	Toilet Partitions-Spinelli	7,018.00	MAINTENANCE
241619	AMIRI MOHAMMAD	M.AMIRI MILEAGE NOV 2023	25.74	COMPUTER SERVICES
241639	ANDERSON NANCY	RAVEL EXPENSE CLAIM	154.63	SUPERINTENDENT OFFICE
241732	APPLE COMPUTER	IPAD CHS TRANSLATION EL	455.47	COMPUTER SERVICES
241757	APPLE COMPUTER	MHS IMAC VIDEO STUDIO	2,177.23	COMPUTER SERVICES
241795	APPLE COMPUTER	CHS IPADS FOR TRANSLATION	1,234.20	COMPUTER SERVICES
241797	APPLE COMPUTER	M.JORDAN MACBOOK NEW COUNSELOR	1,274.37	COMPUTER SERVICES
241809	APPLE COMPUTER	M.JORDAN A.MORISSETTE IPADS	3,707.85	COMPUTER SERVICES
241630	ARMIENTA ABIGAIL	EMPLOYEE MILE REIMBURSEMENT	80.83	FAMILY RESOURCE CENTER
241818	ARMIENTA ABIGAIL	EMPLOYEE MILE REIMBURSEMENT	67.14	FAMILY RESOURCE CENTER
241703	ASSOCIATED VALUATION SERVICES	INV.#7420	2,426.21	BUSINESS SERVICES
241750	AT&T	CENTREX/PRI PHONES CALNET	1,797.12	MAINTENANCE - USE 0106
241738	AT&T CORP.	ATT FIBER CONNECTION TO SCOE	1,713.88	COMPUTER SERVICES
241749	AUTOZONE	RADIATOR CAP	5.38	PERSONNEL SERVICES - USE 0110
241660	Almin Velasco Vargas	MONTHLY MILEAGE NURSE - NOV	57.71	CURRICULUM & INSTRUCTION
241623	B & H PHOTO-VIDEO	PHOTO SCANNER TECH SERVICES	907.69	COMPUTER SERVICES
241661	B & H PHOTO-VIDEO	MEDIA EQUIPMENT	1,802.05	CURRICULUM & INSTRUCTION
241662	B & H PHOTO-VIDEO	CAMERA SUPPLIES	1,276.03	CURRICULUM & INSTRUCTION
241696	B & H PHOTO-VIDEO	printer for workabitly	459.94	CENTER HIGH SCHOOL
241736	B & H PHOTO-VIDEO	CAMCORDER	2,128.54	MCCLELLAN HIGH SCHOOL
241802	B & H PHOTO-VIDEO	TEACHER COMPUTER	1,145.90	CURRICULUM & INSTRUCTION
241723	B STREET THEATRE	THEATER PERFORMANCE 4TH GRADE	1,034.00	NORTH COUNTRY ELEMENTARY
241734	BAIONI RON	NOV MILEAGE RON BAIONI	10.41	COMPUTER SERVICES
241752	BALLESTEROS ARLENE	REIMBURSEMENT	50.37	PERSONNEL SERVICES - USE 0110
241679	BIDWELL H2O	Water service- OH	30.00	OAK HILL ELEMENTARY
241611	BLUUM USA INC	Gym sound system	10,560.60	CENTER HIGH SCHOOL
241799	BRUNO PATRICIA	TRAVEL EXPENSE CLAIM	45.00	SUPERINTENDENT OFFICE
241798	BRUNO STEVEN	TRAVEL EXPENSE CLAIM	128.65	SUPERINTENDENT OFFICE
241745	BUSWEST LLC	REPAIRS BUS #19	2,732.80	PERSONNEL SERVICES - USE 0110
241672	BUTTES/CENTER STATE PIPE &	PLUMBING MATERIALS	1,372.84	MAINTENANCE - USE 0106
241641	CALDWELL FLORES WINTERS INC	STATE AID SERVICES	95,446.72	BUSINESS SERVICES
241693	CALIF ASSOC FOR HEALTH PHY ED.	conference for PE teacher	280.00	CENTER HIGH SCHOOL
241694	CALIF ASSOC FOR HEALTH PHY ED.	conference registration PE	405.00	CENTER HIGH SCHOOL
241767	CALIFORNIA FBLA	FBLA CONFERENCE	5,112.00	CURRICULUM & INSTRUCTION
241652	CAMARENA MAURICIO	career fair claim food	211.22	CENTER HIGH SCHOOL
241697	CAROLINA BIOLOGICAL SUPPLY CO.	fly Monohybrid (science expier	1,468.08	CENTER HIGH SCHOOL
241812	CATALYST FAMILY INC	ELOP-INV#3006-NOV23	47,355.83	FAMILY RESOURCE CENTER
241773	CDW-G INC	LOGITECH MOUSE	33.88	MCCLELLAN HIGH SCHOOL
241746	CHARTER AMERICA	CHS BASKETBALL/RIVER CITY	555.00	PERSONNEL SERVICES - USE 0110
241673	CHILDERS LISA	art night bracelets	32.94	OAK HILL ELEMENTARY
241634	CLEAR VIEW WINDOWS	WINDOW RPLMNT - MP ROOM ANNEX	1,385.00	MAINTENANCE - USE 0106
241622	DELL MARKETING L.P.	M.JORDAN LAPTOP FOR M.CORNWELL	1,072.77	COMPUTER SERVICES
241730	DELL MARKETING L.P.	M.JORDAN R.HAYWOOD LAPTOP	1,072.77	COMPUTER SERVICES
241636	DELTA CHARTER SERVICE	CHS BASKETBALL/FUTURES	1,165.00	PERSONNEL SERVICES - USE 0110
241790	DUTT KARISHMA	MONTHLY MILEAGE NURSE - OCT	111.15	CURRICULUM & INSTRUCTION
241828	EAST BAY RESTAURANT SUPPLY INC	CHS FREEZER	7,289.29	NUTRITION SERVICES
241794	ESPANOL MELISSA	MONTHLY MILEAGE NURSE - OCT/NO	36.29	CURRICULUM & INSTRUCTION
241658	FARLEE ALLISON	REIM FOR FOOD	33.37	SPECIAL EDUCATION
241787	FARLEE ALLISON	REIMB FOR FOOD	12.23	SPECIAL EDUCATION
241677	FARREL JASON	ECLIPSE SUNGLASSES FOR STUDENT	196.67	REX FORTUNE ELEMENTARY
241776	FOLLETT CONTENT SOLUTIONS LLC	Library books	803.73	OAK HILL ELEMENTARY

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241638	FOUNDATION BUILDING	CEILING TILES	3,912.26	MAINTENANCE - USE 0106
241628	GONZALEZ SARA	EMPLOYEE MILEAGE REIMBURSEMENT	39.17	FAMILY RESOURCE CENTER
241816	GONZALEZ SARA	EMPLOYEE MILEAGE REIMBURSEMENT	23.45	FAMILY RESOURCE CENTER
241666	GREEN KENDRA	MV PARENT MILE REIMBURSEMENT	80.60	FAMILY RESOURCE CENTER
241676	HANSON KRISTIN	REIM TRAVEL/EXPENSES LAS VEGAS	340.96	NORTH COUNTRY ELEMENTARY
241683	HANSON SCOTT	REIM TRAVEL EXPENSE LAS VEGAS	515.72	NORTH COUNTRY ELEMENTARY
241668	HILL PAULA	claim for student lab supplie	68.76	CENTER HIGH SCHOOL
241810	HILLYARD INC.	PM on scrubbers/floor cleaners	2,427.55	MAINTENANCE
241825	HOME DEPOT	BUS BARN REPAIR	397.15	PERSONNEL SERVICES - USE 0110
241741	HOMESLEY BRETT	POSTAGE REIMBURSEMENT	28.75	ARTHUR S. DUDLEY ELEMENTARY
241726	HUCKLEBERRY'S BRKFST & LUNCH	Breakfast for staff meeting	1,050.02	CENTER HIGH SCHOOL
241764	IMAGINE LEARNING LLC	LICENSES / PD TRAINING	20,900.00	CURRICULUM AND INSTR -USE 0103
241758	IML SECURITY SUPPLY	MATERIALS DOOR CLOSURES/WCR	1,950.30	MAINTENANCE - USE 0106
241631	JACKSON OILL JULIA	NOV EMPLOYE MILE REIMBURSEMENT	50.44	FAMILY RESOURCE CENTER
241815	JACKSON OILL JULIA	DEC EMPLOYE MILE REIMBURSEMENT	16.38	FAMILY RESOURCE CENTER
241655	JOPE BRINA	ADOBEMAX CONFERENCE REIMBURSEM	216.42	CURRICULUM & INSTRUCTION
241632	Jew Kelly	MILEAGE REIMBURSEMENT	28.17	FAMILY RESOURCE CENTER
241819	Jew Kelly	MILEAGE REIMBURSEMENT	25.02	FAMILY RESOURCE CENTER
241663	KENNY SHERRIE	MV PARENT MILE REIMBURSEMENT	49.40	FAMILY RESOURCE CENTER
241751	LAWSON SSP GROUP LLC	HVAC Repair-Cypress 3-NC	1,350.00	MAINTENANCE
241808	LEWIS HILARY	conference registration	405.00	CENTER HIGH SCHOOL
241704	LINCOLN HIGH SCHOOL	wrestling tournament Girls	375.00	CENTER HIGH SCHOOL
241705	LINCOLN HIGH SCHOOL	wrestling tournament	105.00	CENTER HIGH SCHOOL
241640	LOEHR SCOTT	TRAVEL EXPENSE CLAIM	184.71	SUPERINTENDENT OFFICE
241814	LOY MATTISON ENTERPRISES	ERATE PROJECT OCT NOV	1,715.00	COMPUTER SERVICES
241748	LUX BUS AMERICA CO	CHS BASKETBALL/SOCCER	2,704.95	PERSONNEL SERVICES - USE 0110
241761	LUX BUS AMERICA CO	CHS CROSS COUNTRY/BEAR RIVER	1,911.63	PERSONNEL SERVICES - USE 0110
241783	LUX BUS AMERICA CO	CHS SOCCER/BASKETBALL	1,989.36	PERSONNEL SERVICES - USE 0110
241826	LUX BUS AMERICA CO	CHS SOCCER/WHEATLAND	1,539.30	PERSONNEL SERVICES - USE 0110
241607	MAGEDMAN JAMES	ADOBEMAX CONFERENCE REIMBURSEM	318.00	CURRICULUM & INSTRUCTION
241650	MAGEDMAN JAMES	MAGEDMAN REIMB. FBIA TRAINING	199.26	CURRICULUM & INSTRUCTION
241695	MANTECA UNIFIED SCHOOL DIST	boys volleyball tournament	300.00	CENTER HIGH SCHOOL
241629	MAZA JESSICA	MILEAGE REIMBURSEMENT	10.09	FAMILY RESOURCE CENTER
241793	MAZA JESSICA	MILEAGE REIMBURSEMENT	15.26	FAMILY RESOURCE CENTER
241665	MCCLEAN JEANNE OCHOA	MV PARENT MILE REIMBURSEMENT	147.68	FAMILY RESOURCE CENTER
241596	MCGRAW-HILL EDUCATION	CORRECTIVE READING	205.85	CURRICULUM & INSTRUCTION
241637	MGM TRANSPORTATION INC	CHS BASKETBALL/LAS PLUMAS	1,100.00	PERSONNEL SERVICES - USE 0110
241747	MGM TRANSPORTATION INC	CHS BASKETBALL/LAS PLUMAS	2,200.00	PERSONNEL SERVICES - USE 0110
241633	MIRANDA RYAN	MILE REIMBURSEMENT NOVEMBER	19.58	FAMILY RESOURCE CENTER
241594	MORGAN ALEC	REIM TRAVEL EXPENSES LAS VEGAS	735.68	NORTH COUNTRY ELEMENTARY
241670	MULTI-HEALTH SYSTEMS INC.	PSYCH ASSESSMENTS	1,475.00	SPECIAL EDUCATION
241772	MUSSON THEATRICAL INC	Theater lights installed	54,945.00	CENTER HIGH SCHOOL
241603	OFFICE DEPOT/BUS.SERVICES DIV	TRANSPORTATION OFFICE SUPPLIES	339.83	PERSONNEL SERVICES - USE 0110
241691	OFFICE DEPOT/BUS.SERVICES DIV	OFFICE SUPPLIES	75.76	SUPERINTENDENT OFFICE
241786	OFFICE DEPOT/BUS.SERVICES DIV	TRANSPORTATION SUPPLIES	201.65	PERSONNEL SERVICES - USE 0110
241606	PACHECO SHAWNA	claims for lunch confernce	10.50	CENTER HIGH SCHOOL
241656	PACHECO SHAWNA	2023 CPA conference registrati	55.20	CENTER HIGH SCHOOL
241657	PACHECO SHAWNA	travel form for CPA conference	200.60	CENTER HIGH SCHOOL
241595	PANTOJA LAURA	REIMB. FOR SUPPLIES	55.44	SPINELLI ELEMENTARY
241823	PARKER THOMAS	2023 CPA workshop	55.20	CENTER HIGH SCHOOL
241685	PHONAK	DHH EQUIPMENT	3,274.08	SPECIAL EDUCATION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241597	PLACER COUNTY COMMUNITY	PLACER CTY FIRE INSPECTION	391.26	MAINTENANCE - USE 0106
241775	PLUMMER RENEE'	BUS DRIVER TRAINING COURSE	3,250.00	PERSONNEL SERVICES - USE 0110
241766	POINT QUEST EDUCATION LLC	NPA	118,245.00	SPECIAL EDUCATION
241707	POPE DELRAE	TRAVEL EXPENSE CLAIM	133.62	SUPERINTENDENT OFFICE
241739	POPE MARK	TRAVEL EXPENSES AT CONFERENCE	114.93	SUPERINTENDENT OFFICE
241620	PURDY MICHAEL	M.PURDY NOV MILEAGE	88.49	COMPUTER SERVICES
241608	RALLY FACTORY	baseballs/bat	480.13	CENTER HIGH SCHOOL
241791	RIGHT AT SCHOOL LLC	CEJOI-1123	8,886.36	FAMILY RESOURCE CENTER
241610	RITTENHOUSE PENELOPE	REIM FOR COSTUMES HOLIDAY PERF	291.94	NORTH COUNTRY ELEMENTARY
241788	RIVERSIDE TECHNOLOGIES INC.	EL CHROMEBOOKS	2,794.38	CURRICULUM & INSTRUCTION
241612	ROLLER KING	STUDENT/FAMILY SKATE NIGHT	948.00	NORTH COUNTRY ELEMENTARY
241817	RUA & SON MECHANICAL INC	GUTTERS	1,176.46	MAINTENANCE
241708	SACRAMENTO COUNTY OFFICE OF	2023-24 TEACHER INDUCTION	54,500.00	CURRICULUM & INSTRUCTION
241669	SACRAMENTO STAGE LIGHTING	install curtain	600.00	CENTER HIGH SCHOOL
241760	SCHOOL SERVICES OF CALIFORNIA,	WEBINAR REGISTRATION(EMP-LEAVE	630.00	BUSINESS SERVICES
241763	SCHOOL SPECIALTY LLC	Seele/Poor	201.43	CENTER HIGH SCHOOL
241777	SCHOOL SPECIALTY LLC	lanyard/command hook/clipboard	370.23	CENTER HIGH SCHOOL
241687	SCIENCE FUN FOR EVERYONE INC	ON DEMAND FIELD TRIP TK-6TH	7,872.00	NORTH COUNTRY ELEMENTARY
241692	SCOTT'S MOBILE GOLF CAR	repair of carts (monitors)	286.01	CENTER HIGH SCHOOL
241593	SEIVERT TRACEY	REIM STUDENT/HOUSE INCENTIVE	49.88	NORTH COUNTRY ELEMENTARY
241688	SEIVERT TRACEY	REIM FOR HOUSE AWARD/INCENTIVE	49.96	NORTH COUNTRY ELEMENTARY
241689	SEIVERT TRACEY	REIM FOR HOUSE REWARD/INCENTIV	527.40	NORTH COUNTRY ELEMENTARY
241701	SENIOR WOOLY LLC	teacher licence	150.00	CENTER HIGH SCHOOL
241700	SHELTONS UNLIMITED MECHANICAL	HVAC SVC - CHS	300.00	MAINTENANCE - USE 0106
241784	SHELTONS UNLIMITED MECHANICAL	HVAC SVC - SPINELLI	237.50	MAINTENANCE - USE 0106
241789	SHIBLEY STEPHANIE	PARENT MILEAGE	3,400.00	SPECIAL EDUCATION
241744	SHIELDS HARPER & CO.	MAG CARDS	358.19	PERSONNEL SERVICES - USE 0110
241599	SIERRA BUILDING SYS INC	SVC CALL - RPLC SIMPLEX HORN	413.87	MAINTENANCE - USE 0106
241635	SIERRA BUILDING SYS INC	ELEVATOR TEST	525.00	MAINTENANCE - USE 0106
241829	SIERRA BUILDING SYS INC	TRBL SHOOT NAC ISSUE/REX F.	350.00	MAINTENANCE - USE 0106
241830	SIERRA BUILDING SYS INC	SVC CALL /PWR SUPPLY SPINELLI	1,669.79	MAINTENANCE - USE 0106
241831	SIERRA BUILDING SYS INC	DEFINICIENCY CORR./SPINELLI	627.00	MAINTENANCE - USE 0106
241832	SIERRA BUILDING SYS INC	CELLULAR DIALER FIRE ALARM/DOA	977.66	MAINTENANCE - USE 0106
241833	SIERRA BUILDING SYS INC	SVC FOR SURGE PROT - SPINELLI	2,230.00	MAINTENANCE - USE 0106
241717	SIERRA SCHOOL OF SACRAMENTO	NPS	100,000.00	SPECIAL EDUCATION
241778	SIMKO REBECCA	magents	179.88	CENTER HIGH SCHOOL
241742	SIPPOLA JOHANNA	REIM TRAVEL EXPENSES LAS VEGAS	1,112.68	NORTH COUNTRY ELEMENTARY
241768	SKYLINE SCAFFOLD INC	ROLLING TOWER	2,191.58	CURRICULUM & INSTRUCTION
241782	STERICYCLE INC	8005510198 shred it	43.71	CENTER HIGH SCHOOL
241824	STORYBOARD THAT LLC	3 YEAR SUBSCRIPTION	599.96	MCCLELLAN HIGH SCHOOL
241728	TEAM ONE NETWORKING INC	ANNUAL ABX SUPPORT	10,127.00	COMPUTER SERVICES
241720	TK ELEVATOR	BRONZE SVC - WHEELCHAIR LIFTS	340.66	MAINTENANCE - USE 0106
241754	TK ELEVATOR	CELL SVC MONITORING- ELEVS CHS	720.00	MAINTENANCE - USE 0106
241684	TOUCH MATH ACQUISITION LLC	SPED CURRICULUM	3,510.58	SPECIAL EDUCATION
241600	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLY	171.32	FAMILY RESOURCE CENTER
241604	U.S. BANK NATIONAL ASSOCIATION	PARKING FOR CITE CONFERENCE	40.50	COMPUTER SERVICES
241609	U.S. BANK NATIONAL ASSOCIATION	TRAVEL - MEALS	17.96	NUTRITION SERVICES
241614	U.S. BANK NATIONAL ASSOCIATION	ADOBEMAX CONFERENCE	2,626.92	CURRICULUM & INSTRUCTION
241627	U.S. BANK NATIONAL ASSOCIATION	STUDENT RESTRAINT VEST	300.50	PERSONNEL SERVICES - USE 0110
241653	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	963.29	FAMILY RESOURCE CENTER
241667	U.S. BANK NATIONAL ASSOCIATION	SUPPLIES	105.68	FAMILY RESOURCE CENTER

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241709	U.S. BANK NATIONAL ASSOCIATION	CONFERENCE EXPENSES ON CC	6,690.29	SUPERINTENDENT OFFICE
241712	U.S. BANK NATIONAL ASSOCIATION	DISH THERMOMETER FOR REX	62.31	NUTRITION SERVICES
241721	U.S. BANK NATIONAL ASSOCIATION	RESCHEDULE FEE FOR CLASS	25.00	NUTRITION SERVICES
241729	U.S. BANK NATIONAL ASSOCIATION	ZOOM SUBSCRIPTION RENEWAL	3,180.00	COMPUTER SERVICES
241733	U.S. BANK NATIONAL ASSOCIATION	JAMF LICENSE CHS	17.50	COMPUTER SERVICES
241785	U.S. BANK NATIONAL ASSOCIATION	BUSINESS CARDS-FACILITIES	63.00	MAINTENANCE
241796	U.S. BANK NATIONAL ASSOCIATION	SPEECH CONFERENCE	515.00	SPECIAL EDUCATION
241800	U.S. BANK NATIONAL ASSOCIATION	PRINT POSTCARDS	145.67	SUPERINTENDENT OFFICE
241801	U.S. BANK NATIONAL ASSOCIATION	PRINTING OF MAGNETS	78.14	SUPERINTENDENT OFFICE
241803	U.S. BANK NATIONAL ASSOCIATION	PRINT YARD SIGNS	471.30	SUPERINTENDENT OFFICE
241804	U.S. BANK NATIONAL ASSOCIATION	PRINTING YARD SIGNS	1,432.91	SUPERINTENDENT OFFICE
241813	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	983.21	FAMILY RESOURCE CENTER
241827	U.S. BANK NATIONAL ASSOCIATION	MEMBERSHIP FEE	500.00	SUPERINTENDENT OFFICE
241713	UNIVERSITY OF CALIFORNIA DAVIS	C-STEM ACADEMY REGISTRATION	1,200.00	CURRICULUM & INSTRUCTION
241740	VAN NESS-CORONADO LISA	NOTARY SERVICES	60.00	BUSINESS SERVICES
241664	VANKHAM YUPIN	MV PARENT MILE REIMBURSEMENT	145.60	FAMILY RESOURCE CENTER
241625	WARRINER JILL	PBIS REIMBURSEMENT	93.06	ARTHUR S. DUDLEY ELEMENTARY
241762	WHITNEY HIGH SCHOOL WRESTLING	Wrestling tournament	450.00	CENTER HIGH SCHOOL
241771	WINBUSH CALVIN	MV PARENT MILE REIMBURSEMENT	44.10	FAMILY RESOURCE CENTER
241716	WINSOR LEARNING INC	SONDAY1	1,147.32	SPECIAL EDUCATION
241602	WISE TANNER	claim form food for lesson	29.04	CENTER HIGH SCHOOL
241654	WOODS HEATHER	Zip grade license	48.93	CENTER HIGH SCHOOL
241779	WWTOC	wrestling tournament	180.00	CENTER HIGH SCHOOL
241780	YAKSHIN VICTOR	wrestling tournament claim	35.00	CENTER HIGH SCHOOL
241605	YBARRA RUBEN	REIM FOR ELAC MEETING	56.25	NORTH COUNTRY ELEMENTARY
241743	YBARRA RUBEN	REIM TRAVEL EXPENSES LAS VEGAS	735.68	NORTH COUNTRY ELEMENTARY
241690	ZEARN INC	Zearn license OH	2,500.00	OAK HILL ELEMENTARY
TOTAL FUND			692,394.09	

12 CHILD DEVELOPMEN FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241649	CATALYST FAMILY INC	ONE-TIME STIPEND ALLOCATION	20,900.00	BUSINESS SERVICES
		TOTAL FUND	20,900.00	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241811	R & S OVERHEAD DOORS & GATES	TRUCK REPAIR	301.75	NUTRITION SERVICES
241615	U.S. BANK NATIONAL ASSOCIATION	ALLERGY FOODS FOR STUDENTS	79.40	NUTRITION SERVICES
241617	U.S. BANK NATIONAL ASSOCIATION	ALLERGY FOODS FOR STUDENTS	62.08	NUTRITION SERVICES
241706	U.S. BANK NATIONAL ASSOCIATION	SNA DUES	43.00	NUTRITION SERVICES
		TOTAL FUND	486.23	

21 BUILDING FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241756	CALIFORNIA GEOLOGICAL SURVEY	Geological Survey Fee	4,800.00	MAINTENANCE
241820	CAPITAL PROGRAM MGMT INC	FACILITY PLANNING SERVICES	2,020,672.47	MAINTENANCE
241735	DIVISION OF STATE ARCHITECT	DSA FEE-NO CO MOD	32,700.00	MAINTENANCE
TOTAL FUND			2,058,172.47	

25 CAPITAL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
241822	BLUUM USA INC	TV RECYCLING FEE	60.00	MAINTENANCE
241727	ONE WORKPLACE L. FERRARI LLC	MAIL SORTER-RFE	1,007.31	MAINTENANCE
TOTAL FUND			1,067.31	
TOTAL DISTRICT			2,773,020.10	

FUND		AMOUNT
01	GENERAL FUND	692,394.09
12	CHILD DEVELOPMEN FUND	20,900.00
13	CAFETERIA FUND	486.23
21	BUILDING FUND	2,058,172.47
25	CAPITAL FACILITIES FUND	1,067.31
	TOTAL DISTRICT	2,773,020.10



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: JANUARY 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials:
RP

SUBJECT: Agreement with Landmark Constructors, Inc. for Lease-Leaseback Services related to the Center High School Modernization Project #23-04

☒ **Action Item**

☐ **Information Item**

Attached Pages 129

BACKGROUND:

At the April 19, 2023 Board Meeting the Trustees gave authorization to issue a request for proposal for lease leaseback services for future District construction projects.

It was determined that the lease-leaseback delivery method was appropriate for the scope of work for this District construction project. The method requires a different process and documentation as opposed to the design-bid-build (hard bid) delivery method. The lease-leaseback delivery method allows the District to follow Education Code Section 17406 which provides a competitive solicitation process. The agreement is awarded to the proposer based on the "best value". The proposer will be required to demonstrate competence and professional qualifications necessary for the satisfactory performance of the services required. The RFP provides the procedures and guidelines that will be used to evaluate the qualifications of the proposers and to select the best value in a fair and impartial manner.

This project was approved for \$10,713,780 (the District match to be \$7,142,520) in state funding at the State Allocation Board meeting on August 23, 2023 and requires a contract approval by February 19, 2024 in order to receive funding.

The District's evaluation panel received five(5) RFQ/P's and scored all submittal packets. The evaluation panel determined that Landmark Constructors, Inc., would provide the best value to the District for the scope of work related to this Modernization Project. The Guaranteed Maximum Price by Landmark Constructors, Inc. is \$14,172,938 (FOURTEEN MILLION, ONE HUNDRED SEVENTY-TWO THOUSAND, NINE HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS). The scope of work being accepted includes but is not limited to the modernization of the school site.

RECOMMENDED BOARD ACTION:

The Board of Trustees approval for the lease leaseback agreement with Landmark Constructors, Inc. for the Center High School Modernization Project #23-04

**CENTER HIGH SCHOOL
MODERNIZATION PROJECT - #23-04
DSA # 02-117487**

SITE LEASE

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

LANDMARK CONSTRUCTORS, INC.

Dated as of January 18th, 2024

CENTER HIGH SCHOOL
MODERNIZATION PROJECT - #23-04
SITE LEASE

This SITE LEASE is dated as of January 18th, 2024 and is by and between the **Center Joint Unified School District**, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and **Landmark Constructors, Inc.**, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the Center High School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Center High School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted Due Diligence of the Site and the Project to determine the suitability of the site, site conditions, utilities, hazardous substances, and other conditions for the construction of the Project (more fully detailed at Article 5 of the Construction Services Agreement); and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, pursuant to this Site Lease, the District and Lessee have agreed to the terms of the Sublease, which is incorporated and attached hereto as Exhibit "B," by which the District will sublease the Site and retain beneficial use and occupancy of the Site during which term, improvements will be constructed by Lessee. As the constructed improvements are completed, the District shall receive full beneficial use and occupancy of the constructed improvements upon payment for such improvements by the District to the Lessee. As part of this Site Lease, the District and the Lessee have agreed to terms by which the Lessee will perform construction improvements on the Site during the term of the Sublease according to the terms of the Construction Services Agreement ("CSA"), which is incorporated and attached to the Site Lease as Exhibit "C," to ensure that the improvements will meet the District's expectations and comply with applicable law.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Services Agreement" (CSA)** means the Construction Services Agreement, together with any duly authorized and executed amendments hereto.
 - C. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number 02-121265, File Number 34-10, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment

to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.

- D. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. (See Article 14 of the CSA).
- E. **“Day”** means a calendar day unless specifically designated as a business day.
- F. **“District”** means the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- G. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **“Lessee”** shall mean Landmark Constructors, Inc., and its successors and assigns.
- I. **“Project”** means the improvements and related work to be constructed and installed by the Contractor, as part of this Site Lease and in accordance with the Construction Services Agreement attached hereto as Exhibit “C”.
- J. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit “A” attached hereto.
- K. **“Site Lease” or “Lease”** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- L. **“Sublease”** means the Sublease attached hereto and incorporated as Exhibit “B”, together with any duly authorized and executed amendment thereto.
- M. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of the Sublease.
- N. **“Term of this Lease” or “Term”** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Antelope, County of Sacramento, State of California, more specifically described in Exhibit "A" attached hereto, including any improvements now or hereafter affixed thereto.

3. **TERM.**

The Term of this Site Lease shall become effective upon the authorized execution of this Site Lease and upon completion of Lessee's Due Diligence with regard to the Site and issuance of a Notice to Proceed. The Term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in Article 3.7 of the Construction Services Agreement and the Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.** The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances",

are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
 - (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of

this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of \$1.00 x number of years of lease, on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Commencement Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease or the end of the Term of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all

recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

Subject to the terms of the Sublease attached hereto as Exhibit "B", the District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the Term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to use the Project during the Term of this Site Lease or Sublease and enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the Project from the Lessee, including any and all additions which comprise improvements, fixtures, repairs,

replacements or modifications, as such improvements are built and paid for pursuant to the Construction Services Agreement with full title vesting in the District to all improvements upon the end of the Term of this Site Lease.

16. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

17. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments and Retention Payment, as applicable, then due or past due, less any allowed withholdings or offsets, and unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

18. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in Article 5 of the Construction Services Agreement, Lessee has determined the Term of this Site Lease which shall extend at least until the Punch List is completed under Article 13 of the Construction Services Agreement. Pursuant to the Construction Services Agreement, Liquidated Damages shall apply if the Contract Time is exceeded.

19. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessee: Landmark Constructors, Inc.
Address: 4312 Anthony Court, Ste.B
City: Rocklin, CA 95677
Attn: Kevin Brennan
Email: kbrennan@landmarkconst.net

If to District: CENTER JOINT UNIFIED SCHOOL DISTRICT
8408-Watt Avenue
Antelope, CA 95843
Attn: Scott Loehr, Superintendent
Email: sloehr@centerusd.org

21. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

22. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

23. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Sacramento, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

25. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

27. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

“DISTRICT”

“LESSEE”

CENTER JOINT UNIFIED SCHOOL DISTRICT

LANDMARK CONSTRUCTORS, INC.

BY: _____

BY: 
1/5/24

EXHIBIT A

DESCRIPTION OF SITE

Below is a diagram/map showing the location of the School Site that is subject to this Site Lease and upon which the Developer will construct the Project. The address is 3111 Center Court Lane, Antelope, CA 95843

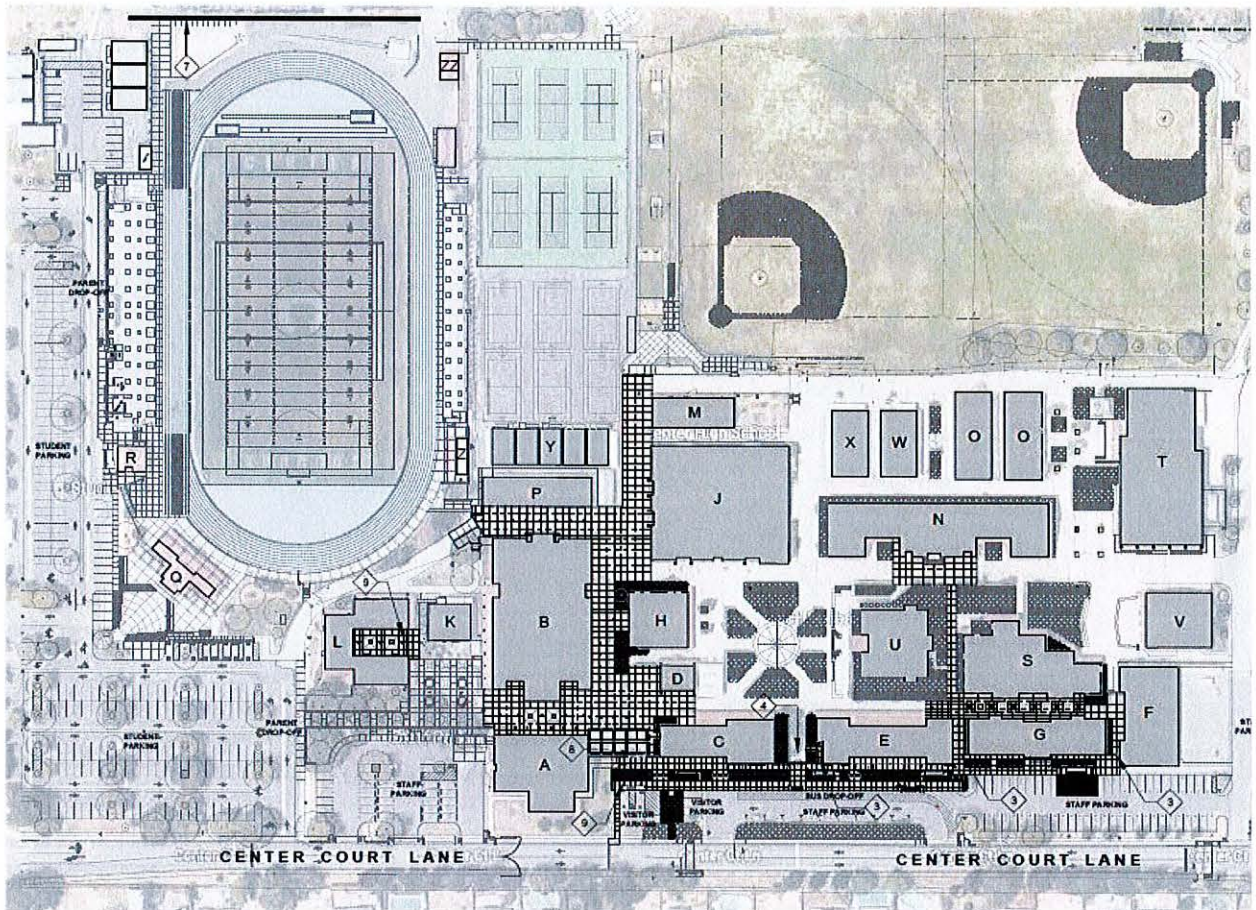


EXHIBIT B

SUBLEASE

EXHIBIT C
CONSTRUCTION SERVICES AGREEMENT

005484.00006
40615891.1

**CENTER HIGH SCHOOL
MODERNIZATION PROJECT - #23-04
DSA # 02-117487**

SUBLEASE AGREEMENT

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

LANDMARK CONSTRUCTORS, INC.

Dated as of January 18th, 2024

CENTER HIGH SCHOOL
MODERNIZATION PROJECT - #23-04
SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of **January 18th, 2024** and is by and between the **Center Joint Unified School District**, a school district duly organized and existing under the laws of the State of California ("District"), and **Landmark Constructors, Inc.**, a California corporation and operating under the laws of the State of California ("Lessor" or "Contractor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on the Center High School site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") for the purpose of Lessor constructing improvements on the Site during the Term of the Site Lease on the terms and conditions the District finds to be in its best interest and set forth in this Sublease and the Construction Services Agreement attached as Exhibit "C" to the Site Lease; and

WHEREAS, the District owns the Site, and pursuant to the Construction Services Agreement, has prepared and adopted plans and specifications for the completion of improvements, which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Lessor's overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Lessor's and Developer's home office overhead and profit. The term "Construction Costs" includes all Lessor's costs associated with preparing or generating additional copies of any Construction Documents, as

defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Lessor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** (CSA) means the Construction Services Agreement attached hereto, together with any duly authorized and executed amendments hereto.
- D. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number 02-121265, File Number 34-10, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- E. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See Article 14 of the CSA).
- F. **"Day"** means a calendar day unless specifically designated as a business day.
- G. **"District"** means the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- H. **"Effective Date"** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- I. **"Event of Default"** means one or more events of default as defined in Article 16 of this Sublease.
- J. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Article 5 of the CSA to be paid to Lessor for Lessor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17 of the CSA.
- K. **"Lessor"** shall mean Landmark Constructors, Inc., and its successors and assigns.
- L. **"Project"** means the improvements and related work to be constructed and installed by the Lessor, as more particularly described and/or referenced in Exhibit "A" attached hereto.

- M. **"Site"** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, particularly described in Exhibit "B" attached hereto.
- N. **"Site Lease" or "Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- O. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- P. **"Sublease Payment"** means any payment required to be made by the District pursuant to Article 7 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

3. **TERM OF THE SUBLEASE.**

- A. The Term of this Sublease shall become effective upon the authorized execution of this Sublease and issuance of a Notice to Proceed under the terms of the CSA and payment of the last Sublease Payment, unless otherwise terminated pursuant to this Sublease, the Site Lease, or the CSA.
- B. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Articles 16 and 17, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Article 21 hereof.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public-school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represents and warrants to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

6. **APPROPRIATION OF FUNDS.**

- A. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor sublease payments (the "Sublease Payments") for the improvements, use and occupancy of the Project and Site. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. The Sublease Payments, which the parties acknowledge and agree, are good and sufficient consideration for the improvements and the District's use and occupancy of the Project and the Site.
- B. The District shall pay Lessor the portion of the GMP in accordance with the CSA. No Sublease Payment shall be made by the District in an amount that exceeds the aggregate cost approved in accordance with the CSA to the Lessor of the work on the Project completed to the date the Lessor submits an application for payment, less the aggregate amount of all Sublease Payments previously made by the District to the Lessor.
- C. In the event the District elects to exercise its option under Article 21.B below, the District's obligations under this Sublease including, but not limited to, the District's obligations to make Sublease Payments under this Article, shall thereupon cease and terminate.
- D. Except as specifically provided in this Article and in Article 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

8. **FAIR RENTAL VALUE.**

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, as well as payment for any tenant improvements made by the Lessor which title to the tenant improvements shall vest progressively in the District as such tenant improvements are built and paid for pursuant to the Construction Services Agreement. Full ownership of the Project shall occur at the end of the Term of this Sublease and payment of any amounts owed under this Sublease, unless this Sublease, the Site Lease or Construction Services Agreement is terminated in accordance with their respective terms and conditions. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, that title to the improvements completed and paid for by District as to which the District shall have the right to possess, occupy and use, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, and modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "C" to Site Lease) and which do not interfere with the Lessor's work on the Project and the Site.

9. **SUBLEASE ABATEMENT.**

In addition to delay of Sublease Payments provided in Article 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or

not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10. **USE OF SITE AND PROJECT.**

Subject to reasonable interference from construction operations by the Lessor under the terms of the Construction Services Agreement during the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the Term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion of the Project or Site it occupies, uses or possesses. District shall provide certificates of insurance and additional insured endorsement naming Lessor.

11. **LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site or Project, to make repairs or service warranty obligations, and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore

the Project to substantially as good a condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

14. **MAINTENANCE AND UTILITIES.**

Until the date of beneficial occupancy by the District of the entire Project and Substantial Completion of the Project as defined in the CSA, Lessor shall, in its own name, contract for and pay the expenses of all utility services required for the Project. Upon beneficial occupancy of the entire Project and Substantial Completion of the Project, the District shall, in its own name, contract for and pay the expenses of all utility services including, but not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. The District shall be responsible for all utilities and maintenance of only the portion of the Site occupied solely or beneficially by the District during construction of the Project by Lessor. Once the Project is accepted by the District as finally complete, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

15. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

16. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

17. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Article:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and

the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease Term.

- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, not to exceed the approved costs for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments, nor to deliver up possession of the Project and the Site given pursuant to law, nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.
- C. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

18. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

19. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or re-convey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or sub-assignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

20. **OWNERSHIP.**

During the Term of this Sublease, the District shall hold title to the Site and progressively obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as Sublease Payments are made to Lessor. During the Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Article 21 hereof or otherwise pays all required Sublease Payments, all remaining rights, title and interests of the Lessor, if any, in and to the Project and Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease, title to the Site, and any improvements constructed thereon shall vest in the District.

21. **SUBLEASE PREPAYMENT/ PURCHASE OPTION.**

A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may in its sole discretion, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount exceeding the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Article 21(A)(2), below, from Sublease Prepayments previously made by the District to the Lessor; and (4) the retention for such Sublease Prepayment. Lessor must submit evidence that the conditions precedent set forth in Article 21(A)(1) below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Article 21(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor and exercised by the District in its sole discretion:

- a. Satisfactory progress of the work and construction pursuant to the approved schedule and "Contract Time" pursuant to Article 9 of the Construction Services Agreement shall have been made as determined in Article 21(A)(2), below.
- b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code section 8132) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code section 8134) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the CSA. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

- (2) The determination of whether satisfactory progress of the Construction pursuant to the approved schedule and "Contract Time" has occurred shall be made by the Project Inspector hired by the District pursuant to Article 10 of the CSA. If the Project Inspector determines that pursuant to the approved schedule and "Contract Time", the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been completed and approved, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than all of the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Article.

22. **RELEASE OF LIENS.**

- A. Notwithstanding Article 21 above, upon Substantial Completion of the Project as defined in the CSA and the recording of a Notice of Completion for the Project, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the CSA.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

23. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

24. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

25. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessor: Landmark Constructors, Inc.
Address: 4312 Anthony Court, Ste.B
City: Rocklin, CA 95677
Attn: Kevin Brennan
Email: kbrennan@landmarkconst.net

If to District: Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
Attn: Scott Loehr, Superintendent
Email: sloehr@centerusd.org

27. **TITLES.**

The titles to the Articles or sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

28. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

29. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Sacramento, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

DISTRICT

"LESSOR"

CENTER JOINT UNIFIED SCHOOL DISTRICT

LANDMARK CONSTRUCTORS, INC.

BY: _____


BY: 
1/5/24

EXHIBIT A
DESCRIPTION OF PROJECT

This Project includes but is not limited to the following modernization and site improvements at an existing high school:

- Parking lot regrading, repaving, and striping.
- New concrete ramps, stairs, and handrails.
- Site concrete walk replacement.
- Site landscape and irrigation replacement.
- Door and hardware replacement.
- Accessible upgrades to staff and student toilet rooms including replacement of finishes, plumbing fixtures, partitions and accessories.
- Interior finish work including new carpet, sheet vinyl flooring and painting.
- Lighting and ceiling tile replacement.
- HVAC Systems replacement.
- Campus fire alarm system upgrades.

**CENTER HIGH SCHOOL
MODERNIZATION PROJECT - #23-04
DSA # 02-117487**

CONSTRUCTION SERVICES AGREEMENT

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

LANDMARK CONSTRUCTORS, INC.

Dated as of January 18, 2024

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EXHIBIT “B” Master Budget

EXHIBIT “C” DVBE Requirements

EXHIBIT “D” Payment Bond

EXHIBIT “E” Performance Bond

EXHIBIT “F” Contractor Fingerprinting Requirements

EXHIBIT “F” (cont.) Subcontractor Fingerprinting Requirements

EXHIBIT “G” Contractor’s Certificate Regarding Workers’ Compensation

EXHIBIT “H” Drug-Free Workplace Certification

EXHIBIT “I” Conduct Rules for Contractors

EXHIBIT “J” Allowances

Division 1 Forms

Certificate of Substantial Completion

CENTER HIGH SCHOOL
MODERNIZATION PROJECT #23-04
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of **January 18, 2024**, by and between the **Center Joint Unified School District**, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and **Landmark Constructors, Inc.** a California corporation operating under the laws of the State of California ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with Nacht & Lewis (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of improvements at Center High School site (the "Project").

1. GENERAL INTENT

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a public works project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the lease-leaseback methodology under California Education Code section 17406 which permits the governing board of a school district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education's consideration of the possible methods of delivery, the Board has also reviewed available information from the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public-School Construction Meeting Minutes and SAB Implementation Committee meeting minutes and considered the benefits and detriments of the lease-leaseback delivery method.
- 1.4 Further, the Board of Education understands that unique to the lease-leaseback delivery method, the lease-leaseback Contractor will not only be undertaking the traditional due diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's "Due Diligence" (as defined herein) as part of this lease-leaseback delivery method, the Contractor will be performing a review of the Construction Documents to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the Construction Documents were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence.

The unique ability to determine with certainty the budget numbers for the Project provides this Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.

- 1.6 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.
- 1.7 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein; and
- 1.8 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of public schools and community colleges including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly performed Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.11 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
 - 1.11.1 Public Contract Code section 4100 et seq. addressing subcontractor listing shall not apply except to the extent applicable under Education Code section 17406(a)(4). However, the District is requiring an open book accounting and the public selection of Subcontractors pursuant to Article 6.3 of this Agreement.
 - 1.11.2 Public Contract Code section 20111 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code section 17406 which provides for a competitive procurement process through request for sealed proposals from qualified proposers.

- 1.11.3 Public Contract Code section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warranties that it shall propose no further changes or substitutions pursuant to Public Contract Code section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.
- 1.11.4 The requirements in Public Contract Code section 22300 shall not apply.
- 1.12 Prequalification of Contractor and MEP Subcontractors. In accordance with California Public Contract Code section 20111.6, the Contractor is required to submit to the District a completed set of prequalification documents on forms provided by the District and be deemed prequalified by the District prior to entering into the Contract for the Project. In addition, all mechanical, electrical or plumbing ("MEP") Subcontractors of any tier (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), must also be prequalified. It is the responsibility of the bidder to ensure that all MEP Subcontractors holding any of the licenses listed above are properly prequalified. This prequalification requirement for MEP Subcontractors applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above.

2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

- 2.1 Title 24 Responsibilities. The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:
- 2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- 2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Construction Documents, the Contractor shall correct the Work immediately.
- 2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in

conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. CONTRACT INFORMATION

- 3.1 District: Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400

- 3.2 Notices: Center Joint Unified School District
 8408 Watt Avenue
 Antelope, CA 95843
 (916) 338-6400
 Attn: Scott Loehr, Superintendent
 Email: sloehr@centerusd.org
- 3.3 Contractor: Landmark Constructors, Inc.
 Address: 4312 Anthony Court, Ste. B
 City: Rocklin, CA 95677
- 3.4 Notices: Landmark Constructors, Inc.
 Address: 4312 Anthony Court, Ste. B
 City: Rocklin, CA 95677
 Attn: Kevin Brennan
 Email: kbrennan@landmarkconst.net

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.5 Contract Time is 556 days.
- 3.6 Liquidated Damages for overstaying Lease (Art. 18) is \$500 per calendar day.
- 3.7 Guaranteed Maximum Price (Art. 5) is \$14,172,938.
- 3.7.1 Base Price (within GMP) is \$12,483,315.
- 3.7.2 Construction Contingency (within GMP) is \$250,000.
- 3.7.3 District Contingency (within GMP) is \$75,000.
- 3.7.4 Errors and Omissions Contingency (within GMP) is \$50,000.
- 3.7.5 Allowances (within GMP) is \$200,000. (see Exhibit J).
- 3.7.6 Additive Alternates, 2 and 3 (within GMP) is \$1,114,623 (see Exhibit A of Sublease).
- 3.8 Not used.
- 3.9 The Contractor's fee for this Project is included in the GMP.

4. **DEFINITIONS**

- 4.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.
- 4.2 Allowances are separate from the mean budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the

Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.

- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Beneficial Occupancy is not be used by the Contractor as a basis to request Retention Payment unless the entire Project is Substantially Complete in accordance with Article 4.45.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Application for Retention Payment and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.
- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access

Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.

- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the improvements performed, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number 02-120908, File Number 34-10, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the Site Lease, Sublease, General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third-party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

- 4.20 Due Diligence is the review and analysis of as-built documents, title documents, any prior design documents for the Project or Site, geotechnical reports, surveys, site investigations and other documents and information provided by the District, and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.30 Project means the improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.

- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.36 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.37 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.38 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.39 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.40 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.41 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.
- 4.42 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.43 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.44 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.

- 4.45 Substantial Completion is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items on the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use, as certified by the Architect pursuant to the Certificate of Substantial Completion set forth in the Division 1 Forms attached hereto.
- 4.46 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.47 Unforeseen Allowance means the budget established for hazardous substances and underground conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.48 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.49 Workers include laborers, workers, and mechanics.

5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. The GMP includes the costs for the Sublease Payments being paid by the District as Progress Payments and Retention Payment during construction in accordance with the terms of this Construction Services Agreement. Any references to Progress Payments shall also mean Sublease Payments. A Construction Contingency (Article 5.2.1) and an Errors and Omissions Contingency (Article 5.2.2) is contained within the GMP. Costs that are outside of the GMP shall be as follows:
- 5.1.1 Owner requested additional work (See Article 8.1) to be paid under the District Contingency.
- 5.1.2 Not used.
- 5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or

Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, the District and Contractor represent and warrant that the GMP is separate and distinct from the Sublease Payments to be paid by the District under the Sublease.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall Complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.2.1 *Construction Contingency.* The Construction Contingency set forth at Article 3.7.2 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.

5.2.2 *Errors and Omissions Contingency.* Within the GMP shall be a line item amount to cover errors and omissions in the Construction Documents ("Errors and Omissions Contingency"). The Errors and Omissions Contingency at Article 3.5.3 is calculated based on coordination review of the Construction Documents and coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result, Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions

Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.

5.3 Due Diligence

- 5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports, reviewed applicable mitigation measures for the Project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project. All documents provided or reviewed by the Contractor shall be referred to collectively as the Due Diligence Documents.
- 5.3.2 *Review of Existing Conditions.* Contractor must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:
- 5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.
- 5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
- 5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
- 5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is consistent with that which is shown on the environmental reports that are provided.
- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Review of Construction Documents.* Contractor has performed a complete and diligent review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents. The Contractor has written and submitted RFIs to address potential design issues prior to the GMP development to obtain a comprehensive GMP that addresses design and constructability issues.
- 5.3.5 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect

or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

- 5.3.6 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Contingency.
- 5.3.7 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.
- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:
- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article 5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.
- 5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.
- 5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.

5.3.9.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.

5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a monthly basis to the District.

6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease leaseback methodology provides the ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 Not Used

- 6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to reflect the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors.

- 6.3.1 If identified or requested in the District's Request for Proposal/ Qualifications ("RFP/RFQ"), the Contractor must use any Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ pursuant to Education Code section 17406(a)(4). All Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
- 6.3.2 Following the award of the Contract to the Contractor by the District's Board of Education, and for all Subcontractors not identified in the Contractor's response to the District's RFP/RFQ, the Contractor shall proceed as follows in awarding construction Subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:
- 6.3.2.1 Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- 6.3.2.2 Establish reasonable qualification criteria and standards.
- 6.3.2.3 Award the subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The process shall not apply to Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ. Subcontractors awarded construction subcontracts under this Article 6.3.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
- 6.3.2.4 All MEP Subcontractors must be prequalified as set forth in Article 1.12 above.
- 6.3.3 In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.
- 6.3.4 All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3.5 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.

- 6.3.6 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit "C".

7. **NOT USED**

8. **DISTRICT CONTINGENCY**

- 8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement. In addition to the District Contingency per 3.7.3, there is a District Contingency outside of the GMP, which is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 ("District Contingency") in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.
- 8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. **SCHEDULE**

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.45) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and require District approval prior to being utilized for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not

be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

- 9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.
- 9.2.2 *Inclement Weather Delays.* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Northern California shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.
- 9.2.3 *Granting of Days beyond those Anticipated.* An Inclement Weather Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.
- 9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.
- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
- 9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
- 9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District, and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.
- 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.

- 9.3.4 Deferred Approvals under Article 15.3 and 15.6
- 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
- 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2 .
- 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule (including a narrative) each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, areas of progress, logic and durations, overall assessment of schedule achievement, estimated start dates for Work scheduled to start at future times and changes in duration of Work items.
 - 9.4.1 Listing of Items Causing Delays. Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
 - 9.4.2 Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
 - 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
 - 10.1.1 General. One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
 - 10.1.2 Inspector's Duties and DSA Noted Timelines for Inspection. All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time,

Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- 10.1.6 *Construction Manager and Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Construction Manager and Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.
- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293

(geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.

- 10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

- 10.2 STOP WORK ORDER. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

- 10.3 Construction Manager and Inspector's Field Office. Contractor shall provide for the use of the construction manager and inspector a separate trailer (10 feet by 40 feet) to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Construction Manager and Inspector's field office shall have heating and air-conditioning and shall be equipped with an internet connection. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

- 10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Progress Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).

- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16).
- f) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. ARCHITECT

- 11.1 Architect's Status. In general, and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- 11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

12. DISTRICT RESPONSIBILITIES

- 12.1 District Site Representations. District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.

12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

- a) Failure to supply adequate workers on the entire Project or any part thereof;
- b) Failure to supply a sufficient quantity of materials;
- c) Failure to perform any provision of this Contract;
- d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
- e) Cases of bona fide emergency;
- f) Failure to order materials in a timely manner;
- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subcontractor selection and award requirements under Education Code section 17406(a)(4);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work; or
- l) Failure to proceed on an Immediate Change Directive.

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical

Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

- 12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

13. **CONTRACTOR RESPONSIBILITIES.**

- 13.1 Full Time Supervision. Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.
- 13.2 Staff. Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide.* Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality.* Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other public-school construction.
- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre-construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra

Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District

13.12 Schedule of Values.

- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Builts.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Schedule as required under Article 9.

13.14 As-Builts. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to

maintain and update the As-Built Drawings is a basis to withhold scheduled Progress Payments pursuant to Article 29.4.

- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to the Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.
- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

13.15 Miscellaneous Obligations of Contractor

- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site. Contractor to provide security/safety fencing surrounding buildings and / or areas of work necessary to provide protection of staff and students.

- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.
- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of Architect.
- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this

Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- 13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.
- 13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

13.16 Close Out

- 13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.
- 13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

- 13.16.4 *As-Built Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:
- 13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built
 - 13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
 - 13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
 - 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C.* Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying

labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

13.17 Correction of Work: Warranty. Neither a Progress Payment, Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each

Subcontractor and Material supplier that provided Work for the Project.

- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings;

manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 15.1.5 *Samples.* The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

15.2 Shop Drawings.

- 15.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.
- 15.2.2 *Purpose for Shop Drawings.* Shop drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be

provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

- 15.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9
- 15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.

15.4 Submittals and Samples

- 15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.
- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.
- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 15.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

- 15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all

Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.
- c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or

complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

"The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, "Substitutions."

15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract

Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.

- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

16. **REQUEST FOR SUBSTITUTIONS**

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:
1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will required no change of the construction schedule

- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.

17. **EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)**

- 17.1 **No Changes Without Authorization.** There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 **Notices of Non-Compliance.** Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays or cost impacts that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.
- 17.3 **Architect Authority.** The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 **CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)**

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject to a request for pricing and a determination if any additional time may be required. However, if a request for pricing is not completed, Contractor shall immediately commence Work when an ICD is issued. If the request for pricing is incomplete, it may still be completed and submitted for consideration by the District (in its sole discretion) for pricing purposes as long as the request for pricing is submitted within the timeline required, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms.

EXTRA

CREDIT

- (a) Material (attach itemized quantity and unit cost plus sales tax)

	<u>EXTRA</u>	<u>CREDIT</u>
(b) Equipment (attach invoices)	_____	_____
(c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) of Item (h)	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days	_____	_____

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

- 17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS

POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

17.6 Deductive Change Orders

17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.

17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment or the Retention Payment.

18. TIME OF COMPLETION

18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED. CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to

Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.

- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.
- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.

- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

19. TERMINATION OF AGREEMENT

19.1 Termination for Breach.

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.
- 19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to

the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

- 19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
- 19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- 19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
1. Stop Work as specified in the Notice of Termination.
 2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
- 19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- 19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the

Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid to Contractor:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
 3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.
- 19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments (if exercised by the District in its sole discretion) following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment pursuant to Article 21 of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination.
- 19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.
- 19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

- 20.1 Decision of Architect. "Disputes" or "Claims" as defined in Article 20.9.1.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 20.2 within ten (10) days after Contractor's Article 17 request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 20.5 within the time periods

required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

- 20.2 Architect's Review. The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute.

20.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

- 20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

- 20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.2 has been provided, the Contractor shall, within ten (10) days after the Architect's initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

- 20.5 Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 20.9.

- 20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL

NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

20.6.1.2 The Arbitration process shall not toll the Disputes or Claims process under Article 20 or the requirement to submit Claims to Court under Article 20.13.

20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:

20.7.1 *Immediately upon discovery*, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing of any:

20.7.1.1 Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence or Due Diligence Documents.

20.7.1.2 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

20.7.1.3 Hazardous waste condition, except, if Contractor's bid includes removal or disposal of hazardous substances, or is part of Contractor's Due Diligence or Due Diligence Documents. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice procedures and requirements of Article 17.5.2 shall apply.

20.7.2 *The District shall investigate the conditions*, and if District finds that the conditions do materially so differ, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or Construction Change Document under the procedures described in the Contract.

20.7.3 *In the event that a dispute* arises between a public entity or District and the Contractor whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set

forth in Article 18. Upon completion of the procedures set forth under Article 18, Contractor must then comply with the requirements in this Article including those set forth under Article 20.9.

- 20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under Article 20 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

20.9.1 *Procedure Applicable to all Claims*

20.9.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.)

20.9.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.

20.9.1.3 Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 20.5, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 20.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 20.1 through 20.5.

20.9.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- b. All documentation submitted pursuant to Article 20 to the Architect shall be submitted with the title "claim."
- c. A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.9.1.5

Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of Claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- d. Documents relating to the Claim, including:
 1. Specifications sections in question.
 2. Relevant portions of the Drawings
 3. Applicable Clarifications (RFI's)
 4. Other relevant information, including responses that were received.
 5. Contractor Analysis of Claim merit.
 - (a) Contractor's analysis of any Subcontractor vendor claims that are being passed through.
 - (b) Any analysis performed by outside consultants.
 - (c) Any legal analysis that Contractor deems relevant.
- e. Breakdown of all costs associated with the Claim.
- f. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9 and a chronology of events and related correspondence.
- g. Chronology of events and related correspondence.
- h. Applicable daily reports and logs.
 1. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all

supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).

1. The metadata and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 4. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- k. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- l. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- m. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a

Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- n. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph t below shall apply.
- o. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to Article 20.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- p. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 20.13.
- q. For purposes of Article 20.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- r. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Article 20.9 shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

- s. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Article 20.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 20.12 below.
 - t. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Article 20.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Article 20.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
 - u. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
 - v. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
 - w. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.
- 20.10 District (through CM or District's Agent or Attorney) May Request Additional Information. Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.
- 20.11 Claims Procedures in Addition to Government Code Claim. Nothing in the Claims procedures set forth in Article 20 of the CSA shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- 20.12 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1.

- 20.13 Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 20.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before
- 20.14 Warranties, Guarantees and Obligations. The duties and obligations imposed by this CSA and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the Contract Documents and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.
- 21.2 District Audit. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.

- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid or cost tabulation utilized in submitting Contractor's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced and the bid or cost tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

- 22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- 22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law
- 22.3 Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

- 22.4 Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- 22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. RECORDS OF WAGES PAID

23.1 Payroll Records

- 23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- 23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Contractor or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments or Retention Payment then due.
- 23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.
- 23.2 Withholding of Payments & Penalties
- 23.2.1 The District may withhold or delay Progress Payments to the Contractor or a Sublease Payment or Retention if:
- 23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- 23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- 23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- 23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- 23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

- 24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the

craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

- 24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.
- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with this Article 13 §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.

25. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.
- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold Progress Payments or Retention Payment if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26. HOURS OF WORK

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

27. SKILLED AND TRAINED WORKFORCE

- 27.1 Contractor and all Subcontractors of any tier must comply with the requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602, including providing an enforceable commitment that the Contractor and all Subcontractors of any tier will use a "Skilled and Trained Workforce" as defined in Public Contract Code section 2601(d). Contractor and all Subcontractors are to carefully review all requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602 before entering into the Contract for the Project.
- 27.2 The Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract shall be established by the following:
- 27.2.1 Contractor shall include in all of its subcontracts, and Subcontractors shall require in its subcontracts of any tier, mandatory compliance with Education Code section 17407.5 and Public Contract Code sections 2601 and 2602.
- 27.2.2 Contractor shall provide to the District's Governing Board, on a monthly basis while the Project or Contract is being performed, a written report demonstrating that the Contractor and all Subcontractors of any tier are complying with the requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602. If the Contractor fails to provide the monthly report required herein, or provides a report that is incomplete, the District shall withhold further payments in accordance with Public Contract Code sections 2602 and 2603. If a monthly report does not demonstrate compliance with Public Contract Code sections 2601 and 2602, the District shall withhold further payments until the Contractor provides a plan to achieve substantial compliance with Public Contract Code sections 2601 and 2602, with respect to the relevant apprenticeable occupation, prior to completion of the Project.
- 27.2.3 The monthly report provided to the District's Governing Board as required above shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.
- 27.2.4 Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract may also be established by the Contractor

providing evidence and any other information or documents reasonably requested by the District showing that the Contractor has entered into a project labor agreement that includes the requirements of Education Code section 17407.5(b) that will bind the Contractor and all its Subcontractors of any tier performing Work on the Project or Contract.

- 27.3 If the District's Governing Board has entered into a project labor agreement that will bind all contractors and subcontractors performing Work on this Project or Contract that includes the requirements of Education Code section 17407.5(b), the Contractor's agreement that it will become a party to that project labor agreement shall satisfy the requirements under Education Code section 17407.5(b).
- 27.4 If the Contractor or Subcontractor of any tier is not in compliance with all of the applicable Skilled and Trained Workforce, the District shall exercise any rights or remedies allowed under Public Contract Code sections 2602 or 2603, or other applicable law.

28. PROTECTION OF PERSONS AND PROPERTY

- 28.1 Fingerprinting. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its Subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its Subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its Subcontractors.
- 28.2 Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and Subcontractors while on District property. Contractor understands and agrees that should any employee or Subcontractor of Contractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- 28.3 Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Contractor shall also prevent its employees or Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.

- 28.5 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- 28.9.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.9.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.10 Contractor shall (unless waived by District in writing):

- 28.10.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.10.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 28.10.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 28.10.4 Deliver materials to building area over route designated by District.
- 28.10.5 Take preventive measures to eliminate dust.
- 28.10.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
- 28.10.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 28.10.8 Not allow personal radios on the work site
- 28.10.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- 28.10.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- 28.10.11 Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the

performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.

- 28.10.12 Contractor and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
 - 28.10.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
 - 28.10.14 Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its Subcontractors.
 - 28.10.15 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "I" and incorporated herein by this reference prior to commencing work on the Project.
- 28.11 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

29. PAYMENTS AND RETENTION

The Construction Cost of the Project shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement and Sublease. During the progress of construction, Contractor will provide monthly progress payment applications for the total scheduled value of the work completed under the GMP set forth in Article 3. District shall pay to Contractor a monthly progress payment comprising a sum equal to ninety-five percent (95%) of the scheduled value of the work approved and completed up to the last day of the previous month, less aggregate of previous payments ("Progress Payment"). If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Progress Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the

month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied. Contractor shall, at a minimum, provide the following documents as part of its request for a Progress Payment: (1) Schedule of Values, (2) Project Contingency Trackers, (3) Project Allowance Trackers, (4) Project Savings Reports (Refer to the Project Savings Section for the Project Items) including the budget versus actual costs of Project Management and General Condition Expenses, (5) Project Daily Reports (Contractor and Subcontractor), (6) Project Safety Reports, (7) Monthly Lien Releases Unconditional and Conditional Waivers (all contractors), and (8) Monthly Schedule Update and Narratives (with Recovery Schedules as needed).

29.1 The District shall retain five percent (5%) "Retention" from Progress Payments and release Retention as required in this CSA and specifically, not until after Close-Out under Article 13.16.

29.2 In no event shall the cumulative total of the Progress Payments/ Sublease Payments and Retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.

29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.

Notwithstanding anything to the contrary stated above, the Contractor may include in its request for payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;

29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

29.2.1.3 With each request for payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and

29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

29.3 Reasons to Withhold Payment. The District may withhold any payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the Work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
9. Failure of the Contractor to maintain As-Built drawings;
10. If, in the District's opinion, the representations to the District required pursuant to Article 9.4 cannot be made;
11. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an application for payment;
12. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154);
13. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
14. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
15. Failure to properly maintain or clean up the Site;
16. Payments to indemnify, defend, or hold harmless the District;
17. Any payments due to the District including, but not limited to, payments for failed tests, or utilities changes or permits;
18. Failure to submit an acceptable schedule in accordance with Article 9;
19. Failure to pay Subcontractor or suppliers;
20. Failure to secure warranties, including the cost to pay for warranties

21. Failure to provide release from material suppliers or Subcontractors when requested to do so
 22. Items deducted pursuant to Article 17.6
 23. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process
 24. Allowances that have not been used
- 29.4 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under this CSA to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.
- If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.
- 29.5 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

30. NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

31. SUBCONTRACTOR PAYMENTS

- 31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

31.3 Payment Not Constituting Approval or Acceptance. An approved request for a Progress Payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks will depend on the District and the specific circumstances.

32. SEPARATE CONTRACTS

32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured

32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

34. CLEANING UP

34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors
10. Special Clean-Up.
11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
 - a. Remove putty stains from glazing, then wash and polish glazing.
 - b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
 - c. Remove temporary protection and clean and polish floors and waxed surfaces.
 - d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
 - e. Wipe surfaces of mechanical and electrical equipment.
 - f. Remove spots, soil, plaster and paint from tile work, and wash tile.
 - g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
 - h. Vacuum-clean carpeted surfaces.
 - i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

35. INSURANCE

35.1 Insurance Requirements. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.2 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.

35.3 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

35.4 Specific Insurance Requirements

- 35.4.1 Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:
- 35.4.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
1. Per occurrence (combined single limit) \$1,000,000.00
 2. Project Specific Aggregate (for this Project only) \$2,000,000.00
 3. Products and Completed Operations \$1,000,000.00
 4. Personal and Advertising Injury Limit \$1,000,000.00
- 35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:
1. Automotive and truck where operated in amounts \$1,000,000.00
 2. Material Hoist where used in amounts \$1,000,000.00
 3. Explosion, Collapse and Underground (XCU coverage) \$1,000,000.00
 4. In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).
- 35.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$1M) for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$1M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.
- 35.6 Builder's Risk/All Risk
- 35.6.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value

thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

- 35.7 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.
- 35.8 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- 35.9 Proof of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:
- 35.9.1 Certificates and insurance policies shall include the following clause:
1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
 2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
 3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
 4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.
- 35.10 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.
- 35.11 No Waiver Created through Payments. The making of any payments under this CSA or the Sublease shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to Completion of the Project.
- 35.12 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by

property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.13 Performance and Payment Bonds

35.13.1 *Bond Requirements.* Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

35.13.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

35.13.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

35.13.4 Contractor is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

36. HOLD HARMLESS AND INDEMNITY

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand

made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") claims arising from failure to comply with the Construction Documents.

37. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

38. TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project caused by the Contractor's failure to comply with the Permit.

40. EQUAL OPPORTUNITY CLAUSE

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);

- 40.5 Sexual orientation;
- 40.6 American with Disabilities Act (ADA) (See Article 41); and
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Construction Documents are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with Construction Documents shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

42. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

43. EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

44. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from

agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the Unforeseen Allowance.

46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

47. NO ASBESTOS CERTIFICATION

47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following

47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

47.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

48. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

49. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

50. NOTICES

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

51. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

52. ASSIGNMENT

Except Contractor's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment will not transfer to the assignee the specific understanding associated with Contractor on this Project.

53. HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

54. INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

55. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

56. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

LANDMARK CONSTRUCTORS, INC.

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: _____

Kevin Brennan

President

By: _____

Scott Lochr

Superintendent

DATE: _____

1/5/24

DATE: _____

EXHIBIT "A"

SCOPE OF WORK / CONSTRUCTION DOCUMENTS

Refer to DSA Approved Drawings and Specifications

EXHIBIT "B"

MASTER BUDGET

[CONTRACTOR'S GMP SUMMARY TO BE INSERTED HERE]

EXHIBIT "C"
DVBE REQUIREMENTS

EXHIBIT "D"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to Landmark Constructors, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Center High School Modernization #23-04 (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named,
on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

1.177 0.00 20.714 0.00 1

[illegible]

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to Landmark Constructors, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Center High School Modernization #23-04 (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work January 18th, 2024 (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees are required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

Telephone: _____

Telephone: _____

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated January 18th, 2024 by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT ("District") and Landmark Constructors, Inc. ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Center Joint Unified School District ("District") as determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20____ by and between the District and Contractor ("Contract") because:

- ☐ The Contractor's employees will have limited contact with District students during the course of the Contract;
- ☐ Emergency or exceptional circumstances exist; or
- ☐ With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Center Joint Unified School District ("District") entered into a contract for services with Landmark Constructors, Inc. ("Contractor") on or about January 18, 2024 ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The Center Joint Unified School District ("District") entered into a contract for services with Landmark Constructors, Inc. ("Contractor") on or about January 18th, 2024 ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- ☐ The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- ☐ Emergency or exceptional circumstances exist; or
- ☐ With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____

Title _____

Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

EXHIBIT "I"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Center Joint Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code section 8350 et seq., the Center Joint Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

EXHIBIT "J"

ALLOWANCES

The following are the District Allowances to be carried in the project:

Allowance – 1: Unforeseen Conditions

This allowance to be used should unforeseen conditions arise related to sitework, or any other conditions encountered.

\$ 150,000

Allowance – 2: Hazardous Materials Abatement

This allowance to be used should hazardous material abatement or any other conditions be encountered.

\$ 50,000

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: _____.

Architect